



Environment, Roads & Facilities

Consultancy

Volume 1 – Instructions to Tenderers

Waterloo Cottage Retaining Wall Replacement

ERCF2509N 05

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Contents

1	Instructions to Tenderers	1
1.1	Introduction	1
1.2	Status of Instructions	1
1.3	Summary of the Works.....	1
1.4	Procurement Timetable	1
1.5	Form of Contract.....	2
1.6	Project Manager and Supervisor	2
1.7	Tender Sum	2
1.8	Lump sums.....	2
1.9	Tender Programme	2
1.10	Site Information	2
1.11	No Alteration	2
1.12	Qualified Tenders	3
1.13	Alternative Offers/ Design.....	3
1.14	Tender Specifications – Equivalent Products	3
1.15	Completion and Submission of Documents	4
1.16	Return of Tenders	4
1.17	Assessment of Tenders	4
1.18	Errors	5
1.19	Withdrawal.....	5
1.20	Acceptance of a Tender	5
1.21	Validity	5
1.22	Queries/Clarification.....	6
1.23	Explanations in Writing	6
1.24	Addenda or Corrigenda.....	6
1.25	Accuracy of Documents.....	6
1.26	Client’s Named Contact Point	6

1.27	Site Inspection	6
1.28	Confidentiality	7
1.29	Cost of Tendering	7
1.30	Freedom of Information and Commercially Sensitive Information	8
1.31	Collusive Tendering Certificate.....	8
1.32	CDM Regulations	8
1.33	Safety Schemes in Procurement.....	8
1.34	Checklist of documents to be provided with Tender return	8
2	Evaluation of Tenders	9
2.1	Tender Evaluation.....	9
2.2	STAGE 1 – Compliance Check	9
2.3	STAGE 2 – Appraisal of Quality Submission.....	9
2.4	STAGE 3 - Appraisal of Price Submission	11
2.5	STAGE 4 - Tender Clarification	13
2.6	STAGE 5 – Award of Contract	13

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1 Instructions to Tenderers

1.1 Introduction

Conwy County Borough Council (hereafter referred to as the Client) is currently seeking to procure a suitably qualified *Contractor* (for clarity, reference to Tenderer within these documents should be taken as having the same meaning as *Contractor*) for the performance of the following contract:

- ERCF2509N 05 Waterloo Cottage Retaining Wall Replacement

1.2 Status of Instructions

These instructions are issued for the guidance of Tenderers and will not form part of any subsequent contract. Failure to comply with these instructions may however result in the rejection of the tender.

1.3 Summary of the Works

The concrete bag retaining wall that retains Waterloo Hill from the field below is failing and is at risk of collapse. Works will repair the wall and maintain the integrity of the highway above.

The primary works are:

- Installation of angled soil nails under Waterloo Hill into bedrock below.
- Construct reinforced concrete facing slab with toe.
- Installation of vertically installed soil nails
- Construction of masonry facing to wall and 1.2m high masonry parapet wall
- Reinstatement of carriageway and new surfacing

To minimise disruption, it is anticipated that the works located outside the access to Tan-Y-Fron will be undertaken within the shortest practicable timeframe. All remaining works may be completed at the Contractor's discretion, subject to the requirements of the contract and site conditions.

1.4 Procurement Timetable

Set out below is the proposed procurement timetable. This is intended as a guide only and, whilst the Client does not intend to depart from the timetable, it reserves the right to do so at any time.

Date	Activity
22/10/2026	Notice published on sell2wales.gov.wales .
From 22/10/2026	Tender packs available for download from the sell2wales website.
THURSDAY 19/11/2026 16:00HRS	Completed tender document return / tender submission date.
23/11/2026	Evaluation of tenders.
27/11/2026	Advise tenderers of the evaluation outcome.
11/12/2026	Contract award.
18/01/2027	Contract commencement date.
09/04/2027	Contract completion date.

1.5 Form of Contract

The form of Contract for this Scheme will be NEC4 Engineering and Construction Short Contract, June 2017 (with amendments January 2023). Conditions of Contract are the core clauses and Z Clauses.

Any reference to 'Contract Administrator', 'Project Officer' or 'Engineer' within Volumes 1 - 4 shall be taken as having the same meaning as '*Project Manager*' in the *conditions of contract*. Any reference to '*Overseeing Organisation*' shall be taken as having the same meaning as '*Client*'.

1.6 Project Manager and Supervisor

Both persons are appointed by, and represent the direct interests of the *Client*. The Supervisor is normally resident on Site with the main duty of examining and checking workmanship to ensure that the requirements of the contract are being met.

The Project Manager is responsible for managing the contract and for protecting the direct interests of the *Client*. He is not normally resident on Site but will make regular and frequent visits. Both the Project Manager and Supervisor are empowered to carry out actions and make decisions required under the contract.

1.7 Tender Sum

The tender sum is the total of the Price List.

Any subsequent works requested by the *Client* will be treated as a *Compensation Event* in accordance with the *conditions of contract*.

1.8 Lump sums

These must be quoted in pounds and pence, as appropriate, to two decimal places. All schedules submitted with tenders giving lump sums must be written in ink and be the original copy. The terms 'nil', 'n/a' or 'included' are not to be used but should be indicated as '£0'. Figures must be inserted against each item or activity - credit values in favour of the *Client* must not be used. The *Client* will make any necessary corrections to arithmetic errors found to be present in the tender.

1.9 Tender Programme

Tenderers are to submit a programme with the tender return. The programme will show the order in which the Contractor proposes to complete the various stages of the contract and be in a format and contain information that is compliant with the contract to be used. This information is for Tender purposes only and will not form part of the Contract.

1.10 Site Information

Tenderers are provided with site information. No guarantee as to the accuracy or completeness of this data is given nor as to the extent, if at all, to which data is representative of the nature of the site, the ground and the subsoil. The Tenderers attention is drawn to Clause 60.2 of the contract.

1.11 No Alteration

No unauthorised alteration or addition is to be made to the Tender / Contract Documents.

1.12 Qualified Tenders

Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted **without qualification and strictly in accordance with the tender document as issued (or subsequently amended by the *Client*), will be accepted for consideration.** The *Client's* decision on whether or not a tender is acceptable will be final and the Tenderer will not be consulted. **Qualified tenders will be excluded from further consideration and the tenderer notified.**

1.13 Alternative Offers/ Design

Provided that a completely unqualified offer for the works is provided, strictly in accordance with the Tender Documents, the Tenderer may submit alternative quotations/design for the whole or any part of the works or design not conforming to the Scope.

Each alternative shall clearly show all the changes to the Scope needed to accommodate the alternative offer, together with a statement of what benefits there would be in accepting the alternative.

It shall be a term of any Contract that may be awarded on the basis of an alternative, that the *Contractor* will be entirely responsible that the works, or any part of the works affected by the alternative submission and will be fit for the purpose for which they are required.

Contractors shall be aware that should any alternative offer involve redesign of any part of the works, such redesign or design shall be carried out or checked by the *Client's* designer for the works or part of the works at the *Contractor's* expense.

No alternative will be considered unless the *Contractor* has submitted a completely unqualified offer in accordance with the tender and Scope as aforesaid.

1.14 Tender Specifications – Equivalent Products

Where possible, tender specifications will be defined by reference to relevant European standards, British standards or any other standards.

However, in some cases, reference to a particular make or source is specified where this is justified by the purchasing requirement or where the purchasing requirement cannot be described precisely and intelligibly.

These cases include where the Authority has preferred building services systems or products in place across its portfolio, or its Facilities Management arrangements require specific products or systems to be employed for compatibility and supply chain efficiency/economy/capability reasons. In all cases, the Contractor can submit proposals for the substitution of specified products by equivalent alternatives that are compatible, of equivalent durability, function and appearance to the Authority for approval.

1.15 Completion and Submission of Documents

The completed tender submission, together with any requested supporting information/documentation must be submitted and received, electronically, **through the sell2wales post-box facility** by no later than:

1600hrs Thursday 19th November 2026

In order for your Tender to be considered, please can you ensure that you:

- Complete and sign all the relevant parts of the Tender Documents with appendices attached;
- Return the documents by the due time and date;
- Complete, sign and date all the documents, forms and required information in Volume 2, Contract Data.

The *Client* will only accept electronic tender submissions via the www.sell2wales.gov.wales post-box facility. A user guide is available at: http://www.sell2wales.gov.wales/sitehelp/help_guides.aspx

Tenderers are advised to allow adequate time for uploading documents and to dispatch the electronic response well in advance of the closing time to avoid any last minute problems.

Tenderers are advised to familiarise themselves with the document size restrictions for uploading to the post-box. It is however possible and allowable to create multiple submissions within the post-box area to facilitate a large sized submission.

1.16 Return of Tenders

Any tender submitted and or received after the time specified above will not be considered and the *Contractor* will be advised of this.

Paper submissions will not be accepted.

The tender (exclusive of VAT), must be based on the Price List.

Tenderers are reminded to submit the Price List as identified within the Contract Data.

1.17 Assessment of Tenders

A bespoke evaluation method will be used to compare the tenders:-

- a) The selection of the *Contractor* will be on the basis of **30% Quality Assessment** and **70% Price Assessment**. The quality assessment will be based on the information provided in the Quality submission, with the associated weightings provided, and the *Contractor* shall include within their Tender submission all necessary information in order to allow the quality assessment to be completed.
- b) The *Client* will, when considering the *Contractor* to appoint, take into account the *Contractor's* proposals for handling the contract, the experience and quality of the staff proposed, the price offer and other relevant matters. The relative assessment of quality will be determined in advance of seeing the financial differences between the price offers.
- c) The *Client* needs to be satisfied that the Tenderers proposals meet its requirements and will use its discretion to decide whether, and if so how, any proposal fails to comply with the

- requirements of the brief. Any bid that fails to meet the *Client's* quality requirements will not be considered further.
- d) The Quality Aspects are weighted as set out in Table 1 contained within section 2.3 of this document and the Evaluation Team will award marks against the Quality Aspects in accordance with the Table and the scoring methodology detailed in Stage 2 – Appraisal of Quality Submission.
 - e) The price assessment will be evaluated using the methodology detailed in Stage 3 and will be based on the tendered lump sum as provided in the Price List.
 - f) The *Client* does not bind itself to accept the lowest or any Tender.

1.18 Errors

Following receipt of tenders, they will be arithmetically checked. Tenderers will be invited to amend their Tender to correct genuine arithmetical error(s). In this case, no other adjustment, revision or qualification is permitted.

Where examination of Tenders reveals errors or omissions, other than arithmetical, which could affect the Tender figure, the Tenderer shall be given details of such errors and an opportunity of confirming or withdrawing the Tender.

1.19 Withdrawal

If a Tenderer decides that he is unable to submit a tender he shall immediately notify the *Client* through the sell2wales website portal. The Tenderer shall state in writing the reasons for withdrawal.

1.20 Acceptance of a Tender

The *Client* will make every effort to reach a decision on the award of any *Contract* within 90 days of the closing date for submission of tenders. If this period appears likely to be exceeded, the *Client* will initially seek to negotiate an extension of that period with the Tenderers; however, if exceptionally this is not possible or the delay appears to be excessive, the *Client* reserves the right to re-tender the services. **Tenders MUST therefore remain open for acceptance for a minimum of 90 days from the tender return date.**

A Contract Award Notice will also be issued on the Sell2Wales (www.sell2wales.gov.wales) website within 48 days of award of contract.

The *Client* does not bind itself to accept the lowest or any Tender, nor to be responsible for or pay for any expenses or losses incurred by the Tenderer in the preparation of his Tender.

No Tender shall be deemed to be accepted until the *Client* has notified such acceptance to the Tenderer in writing.

1.21 Validity

Tenderers are reminded that the tender shall be valid and open for acceptance for a minimum period of 90 days after the given final date for submission of Tenders.

1.22 Queries/Clarification

The Tender Pack is being provided on the same basis to all Companies who have registered their interest for this opportunity. All queries should be directed through the Q&A section of the Contract Notice on the www.sell2wales.gov.wales website. No telephone enquiries will be accepted. No approach of any kind in connection with this Tender or the procurement process generally should be made to any other person within, or associated with, the Authority or the Client. If it is considered that any question or request for clarification to be of material significance, both the question and the response will be published through the Q&A and Additional Information section of the Contract Notice on the www.sell2wales.gov.wales website anonymously to all Tenderers who have registered their interest through the site. All queries arising from these documents which may have a bearing on the offer should be received via the website as soon as possible but **no later than 3 days before the tender submission date**.

1.23 Explanations in Writing

Except insofar as may be directed in writing by the *Client's* named contact point, neither the *Client* nor any agent not servant in their employ has any authority to make any representation or explanation to persons or corporations tendering or desirous of tendering as to the meaning of the Contract Documents.

1.24 Addenda or Corrigenda

Prior to the date for the submission of Tenders, Addenda or Corrigenda may be issued to clarify, modify or add to the Tender Documents. Please be advised that any and all changes relating to this Tender will be communicated through the Q&A and Additional Documents sections of the Contract Notice on the www.sell2wales.gov.wales website. No addition or alteration shall be made to the tender Documents unless it is the subject of an addendum or corrigendum.

1.25 Accuracy of Documents

Whilst all care is taken, the accuracy of the documents cannot be guaranteed. The Tenderer will draw the *Client's* attention to any obvious errors or omissions during the tender period by contacting the Clients named contact below.

1.26 Client's Named Contact Point

The *Client's* named contact point for this project is:-

Gerallt James
Environment, Roads and Facilities Service
gerallt.james@conwy.gov.uk

1.27 Site Inspection

Tenderers are advised to visit the site in order to familiarise themselves with the extent and nature of the proposed works and the site. Tenderers must contact the *Client's* named contact point to arrange access.

Tenderers are advised that any site visit shall be at the tenderers' own risk. The *Client* accepts no responsibility for any damage or injury which may be caused to the tenderers' personnel or property as a result of any such visit. Should the tenderers wish to make any trial excavations or boreholes,

investigations or tests on the site they should make an application to the *Client* through the *Client's* named contact.

Tenderers must satisfy themselves as to the nature of the existing works, including but not limited to:

- buildings;
- sheds;
- walls;
- foundations;
- sewers;
- drains;
- pipes;
- culverts;
- fences;
- poles;
- wires;
- cables;
- roads;
- footpaths and verges;
- the nature of the existing roads and other means of communication;
- access to and egress from the site and *works*;
- available accommodation as regards land (whether within or outside the site); and
- The buildings that may be required for temporary purposes.

Furthermore, the Tenderers must make their own enquiries with regard to suitable compound and storage areas as necessary for the execution of the works. Moreover, Tenderers must form their own estimates as to the temporary works and appliances necessary for the execution of the works in accordance with the Contract.

1.28 Confidentiality

Tenderers shall not divulge to any third party any confidential information belonging to the Client or Partner Organisations which may be supplied or made known to the Tenderer during preparation of the tender.

Tenderers shall treat the Tender documents and all details contained therein as private and confidential. All drawings and documents, whether a Tender is submitted or not, remain the property of the Council and are to be destroyed / deleted by unsuccessful Tenderers within seven days of notification that their Tender is unsuccessful.

1.29 Cost of Tendering

The *Client* has no liability to meet any costs that arise from the preparation and submission of the tender. Tenderers will not be reimbursed for any expense, or any losses incurred. No payment shall be made

by the *Client* for abortive work during preparation of the tender, or any expenses incurred in connection therewith, if the contract does not proceed, or to any Tenderer who fails to submit a tender.

1.30 Freedom of Information and Commercially Sensitive Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), all information submitted to the Authority may be disclosed in response to a request made pursuant to the FoIA.

In respect of any information submitted by a Contractor that it considers being commercially sensitive the Contractor should:

- a) clearly identify such information as commercially sensitive;
- b) explain the potential implications of disclosure of such information; and
- c) provide an estimate of the period of time during which the Contractor believes that such information will remain commercially sensitive.

Please submit responses to the above within the Freedom of Information Declaration form

Where a Contractor identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality where it is reasonably practicable for it to do so. Contractors should note, however, that, even where information is identified as commercially sensitive, the Authority might be required to disclose such information in accordance with the FoIA. **Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed. By submitting your tender response to the Authority, you acknowledge and accept the above provisions concerning potential disclosure of your information.**

1.31 Collusive Tendering Certificate

Tenderers are required to complete the Collusive Tendering Certificate and return with their Tender.

1.32 CDM Regulations

Contractors must be able to satisfy the Authority that they have the resources and competence to manage health and safety in compliance with the Construction (Design and Management) Regulations 2015. It is proposed to appoint the successful Tenderer as Principal Contractor under the Regulations at the time of contract award.

1.33 Safety Schemes in Procurement

All contractors used by CCBC should be accredited by a contractor assessment scheme which is a member of the Safety Schemes in Procurement (SSIP). This provides assurance that contractors' health and safety management arrangements are of a satisfactory standard.

For details of which contractor assessment schemes are members of SSIP, see <http://www.ssip.org.uk/>

The contractor must provide evidence that their accreditation has been achieved or renewed within the last 12 months and the accreditation must be valid throughout the period for which they are used.

1.34 Checklist of documents to be provided with Tender return

- Fully completed Price List;
- Contractor's Offer

- Tender Programme;
- Collusive Tendering Certificate;
- Signed Freedom of Information Declaration;
- Evidence of membership to a Safety Schemes in Procurement assessment scheme
- Quality submission
- Compensation Event Assessment sum

2 Evaluation of Tenders

2.1 Tender Evaluation

The selection of the Contractor will be on the basis of **30% Quality Assessment** and **70% Price Assessment**. The quality and price assessments will be scored using the methodology described below. The *Contractor* shall include within their Tender submission all necessary information in order to allow the quality and price assessments to be completed:

2.2 STAGE 1 – Compliance Check

Upon receipt, tenders shall be checked by Conwy County Borough Council for completeness and compliance. The checks shall comprise a cursory review of each tender submission to ensure that tenders have been submitted in accordance with the Instructions to Tenderers section of the Tender Documents.

Should Tenderers not provide a positive response to any of the requirements, or fail to provide a detailed reason acceptable to Conwy County Borough Council as to why a positive response cannot be given, Conwy County Borough Council shall exclude the Tenderer from further participation in the evaluation process or, at Conwy County Borough Council's discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.

In addition to the above, a financial check may be carried out to determine the upper value of the works that each tendering company are able to carry out. If tendering companies have a lower value than the tender sum, they will be automatically eliminated from the remainder of the tender appraisal. As such, this evaluation shall be undertaken on a pass / fail basis, as follows:

- Contractor assessed as low risk for the purposes of the tender exercise – Pass.
- Contractor assessed as high risk for the purposes of the tender exercise – Fail and the Contractor shall be excluded from the remainder of the tender appraisal.

2.3 STAGE 2 – Appraisal of Quality Submission

The Quality Document submitted by all Tenderers deemed to pass the initial checks shall be evaluated by a team of Officers.

The evaluators will have had sight of the price submission during the tender opening and the compliance check; however the price submission shall not be considered and shall have no bearing on the appraisal during the evaluation of the quality submissions.

The Quality Submission comprises of the following **seven criteria** with the adjacent percentage of the overall mark for the quality submission available for each criterion. Contractors should provide concise and direct responses to each topic.

Description	Percentage of overall mark
<ul style="list-style-type: none"> The Contractors proposed approach and methodology for the delivery of the proposed work. 	30%
<ul style="list-style-type: none"> The Contractor's proposed approach to Project Management during execution of the works including key staff, duties and management and co-ordination of sub-contractors. 	10%
<ul style="list-style-type: none"> The Contractor's proposed approach to managing Health and Safety for the works and protecting the environment. 	15%
<ul style="list-style-type: none"> The Contractor's proposed approach to progress reporting and communication with Conwy County Borough Council during execution of the works, including the approach to reporting commercial issues. 	15%
<ul style="list-style-type: none"> The Contractor's approach to managing the quality of output on site, checking and supervision of the works. 	10%
<ul style="list-style-type: none"> The Contractor's perceived key risks in undertaking the works and the outline mitigation measures. 	10%
<ul style="list-style-type: none"> The Contractor's outline programme for the works including details of: <ul style="list-style-type: none"> Start date, access dates, key dates and completion date. Order and sequencing of the works. Provisions for risk allowance. Details of each planned operation including any resourcing and sub-contractor requirements. 	10%
TOTAL	100%

Table 1 – Quality Criteria

Each of the elements in the quality submission appraisal above shall be evaluated on the basis of the following scoring definition.

Assessment	Score	Interpretation
Excellent	5	The Contractor's response exceeds the requirement and demonstrates a considered and innovative approach. The response identifies potential added value to the project.
Good	4	The Contractor's response satisfies the requirement with potential minor added value. Considered an above average approach.
Acceptable	3	The Contractor's response satisfies the requirement.
Minor Reservations	2	The Contractor's response almost satisfies the requirement; however some minor reservations remain regarding some aspects of the response.
Serious Reservations	1	Major reservations are held in relation to the Contractor's response and the ability to meet the requirement.
Unacceptable	0	The Contractor's response does not meet the requirement and / or insufficient evidence has been provided to appraise the response.

Once scored, the marks awarded for each element shall be factored as necessary to give a mark out of the percentage of the overall mark available for each element.

Once all marks are awarded, the Evaluation Team shall complete a summary proforma for each tender summarising the marks and presenting the overall quality submission percentage score.

The Contractors shall be expected to score a minimum of 60% of the total marks for the quality submission. Failure to reach this mark may lead to the Contractor application being rejected.

2.4 STAGE 3 - Appraisal of Price Submission

The Price Submission from all Tenderers deemed to pass the Stage 1 checks shall be evaluated by an Officer designated for the task by the Head of Environment, Roads & Facilities.

Price submission scores for individual tenders shall be determined in relation to the scoring of the price evaluation which equates to the total of the overall mark indicated previously in this section. The number of marks which will be scored by each Tenderer is based upon the submission of the lowest price bid. The lowest bid will score the maximum points of 100. All other Tenderers will be awarded points based on a proportion of this score reflected as a percentage i.e. lowest price / price of submission x 100. All price scores will then be converted into a percentage out of the Price Submission score weighting indicated previously in this section, to give each tender a price total and a ranking in terms of price.

A **Compensation Event Assessment sum** based on the below table will be added to the Price Submission. This is for tender assessment purposes only.

PEOPLE			
For potential compensation events allow 50 extra man-hours			
	Hourly rate (£)	% age of 50 hours	Cost (£)
Contracts Manager		5% x 50	
Site Manager		10% x 50	
Foreman		15% x 50	
Plant Operative		20% x 50	
Skilled Labour		25% x 50	
Labourer		25% x 50	
PEOPLE SUB-TOTAL			
EQUIPMENT			
For potential compensation events allow £5,000			£5,000
Plus percentage adjustment of Equipment in the published list		%	
EQUIPMENT SUB-TOTAL			
MATERIALS			
Allow £5,000 for the cost of Materials			£5,000

SUB-CONTRACTED WORK	
For potential compensation events allow £5,000 for sub-contracted work	£5,000

PEOPLE SUB-TOTAL	
EQUIPMENT SUB-TOTAL	
MATERIALS	£5,000
SUB-CONTRACTED WORK	£5,000
SUB-TOTAL TO SUMMARY	

SUB-TOTAL	
FEE PERCENTAGE (%)	
NOTIONAL TOTAL FOR ASSESSMENT PURPOSES	

Once all marks are awarded, the Evaluation Team shall add the price submission mark onto each Tenderer's scoring proforma. The overall tender submission mark shall be determined at this stage on the following basis:

- The overall marks for the tenders shall be allocated on a 30% quality / 70% price basis.

The overall mark shall be recorded onto each Tenderer's scoring proforma.

2.5 STAGE 4 - Tender Clarification

The Tenderer may be required to clarify its submission. Requests for clarification shall be issued via email to the contact email address provided by the Tenderer. Tenderers shall be required to respond to requests for clarification within two working days. If in the opinion of Conwy County Borough Council the Tenderer fails to provide an adequate response to one or more points of clarification, the Tenderer may be excluded from progressing further in the process.

2.6 STAGE 5 – Award of Contract

Following completion of the tender evaluation, the Contract shall be awarded by Conwy County Borough Council to the selected *Contractor*. A Contract Award notice shall be placed on the Sell2Wales website within 48 days of award of contract.