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[Guidance: This ITT is intended as a general base document that can be adapted for use with Restricted and Open Procedure procurements. This base document has assumed the Open Procedure is in use. You should ensure that the bespoke elements of this ITT are appropriately amended where indicated; particularly if you are procuring a Framework Agreement the terminology will need to be amended accordingly. Seek advice if you are at all unsure of any aspect of this ITT.]

## Invitation to Tender for X Insert Title x

### Reference: X Insert Reference Here X

This Invitation to Tender (ITT) consists of the following sections:

Section 1	Instructions to Bidders
Section 2	Specification
Section 3	Tender Documents, consisting of: Schedule 3.1 – Technical Questionnaire Schedule 3.2 – Price Questionnaire Schedule 3.3 – Terms and Conditions for [Goods/Services]

### Section 1 – Instructions to Bidders

[Guidance: The relevant drafting of the ITT is based on the assumption it is to be issued under the Open Procedure. You will need to make the relevant amends if this ITT is issued under the Restricted Procedure or is a below threshold procurement. Seek advice if you are at all unsure of any aspect of this ITT.]

- 1.1 This procurement exercise is being conducted on behalf of the [Insert Contract Authority](hereinafter referred to the “The Client”) to establish a contract for [Insert contract title]. The purpose of this Invitation to Tender (ITT) is to provide Bidders with sufficient information to enable them to compile a comprehensive bid that meets the requirements of the procurement for the delivery of the [Goods/Services] set out in the Specification at Section 2 of the ITT. Bidders agree to keep confidential information contained within the ITT or sent with it or made available in connection with any further enquiries about its subject matter.

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1.2 [This ITT has been issued in connection with the [State the Name of the Procedure] Procedure<sup>1</sup> to be conducted in accordance with the Public Contracts Regulations 2015 (as amended) (PCR 2015) for the procurement of the Contract. Bidders should refer to the contract notice dispatched for publication in the FTS / Sell2Wales].

1.3 Whilst reasonable care has been taken in preparing this ITT, neither the Client nor any of its advisers accept any liability or responsibility for the adequacy or completeness of any information or opinions stated in this ITT. No representation or warranty, express or implied, is or will be given by either the Client or any of its representatives, employees, agents, or advisers with respect to this ITT or any information on which it is based. Any liability for such matters is expressly excluded.

1.4 In so far as it is compatible with any relevant laws, the Client reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the Contract or to reject any or all Bids. In no circumstances will the Client incur any liability in respect of the foregoing.

1.5 This ITT is supplied to Bidders who wish to bid for the provision of [Insert contract title] and may not be disclosed, copied, reproduced, distributed, or passed by them to any other person at any time (other than external professional advisers operating under similar conditions of confidentiality, in accordance with paragraph 13 below).

1.6 For full details of the [Goods/Services] please refer to Section 2 (Specification) of this ITT.

## 2. DEFINITIONS

2.1 In this ITT, the following words and phrases have the meanings set out against them:-

Bid	Bid responses made by Bidders to this ITT in accordance with its terms;
Bid Response	A Bidder's submission in response to this ITT which includes, but is not limited to, all responses in respect of Section 3 and all supporting information;
Bidders	Those organisations who have expressed an interest in providing the [Goods/Services] to be procured under the Contract;

<sup>1</sup> As defined in the Public Contracts Regulations 2015 (as amended)

\*Please be aware that EU funded projects over OJEU threshold continue to require advertisement in TED / OJEU.

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Bidder Member	An organisation or person with a connection to the Bid Response;
Contract	The legally binding agreement (set out in Schedule 3.3 of this ITT) to be entered into between the Client and a successful Bidder on the conclusion of this procurement, for the provision of [Goods/Services];
Evaluation Criteria	The Award Criteria which will be used to evaluate Bid Responses and which are set out in paragraph 6 to this ITT;
[Goods	The goods as described in the Specification set out in Section 2 to this ITT]
Contractor	means that Bidder awarded the Contract following the successful completion by the Client of this procurement exercise;
ITT Update	A written notification by the Client to the Bidders. ITT Updates may be issued during the Bid period to amend or to provide further clarification to any part of this ITT;
Invitation to Tender or ITT	This invitation to tender for the Contract, including all schedules and annexures hereto;
PCR 2015	The Public Contracts Regulations 2015;
[Services	The services as described in the Specification set out in Section 2 to this ITT;]
Specification	The specification contained within this ITT at Section 2, including the mandatory requirement set out in the Qualification Questionnaire issued.

### 3. BACKGROUND

3.1 [GUIDANCE: Insert relevant background information related to the requirement in order to help build context, e.g., where the requirement fits into ministerial portfolios and priorities, previous iterations of the service/ contract etc]

*Please consider including the following wording*

**Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements**

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**of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.**

3.2 The Client [insert introduction to the contract opportunity]

#### 4. REQUIREMENTS

[Guidance: Include the value for any possible extensions which should also be referenced in the contract notice]

4.1 Bidders are invited to submit Bids to be awarded the Contract for [insert contract title].

4.2 The Contract is for the delivery of the [Services/Goods] as described in the Specification and will endure for the time period set out in paragraph 5 below.

4.3 [For information purposes the potential value of the Contract is estimated to be [XXXXX]. The potential value of the possible extension is estimated to be [XXXXX].

#### 5. CONTRACT DURATION / TIMESCALE

[Guidance: Include for any possible extensions which should also be referenced in the contract notice]

5.1 The Contract to be entered into with the Contractor will take the form set out in Schedule 3.3 to this ITT.

5.2 **IMPORTANT** – Bidders are reminded that this procurement is being conducted under the [Open] Procedure in accordance with PCR 2015. Accordingly, save for any clarifications or except where the Client considers in their sole discretion that certain terms are inconsistent or redundant, the Contract is **non-negotiable**. Any Bid submitted which seeks to vary or alter either may be deemed **non-compliant** and the Bidder excluded from further participation in the Bid process.

5.3 The Contract to be awarded will be for a [XX year/month] term [provide details of possible extensions]. Subject always to the procurement exercise progressing in accordance with the Client's indicative timetable it is anticipated that the Contract will commence circa [DD/MM/20XX].

#### 6. AWARD CRITERIA

6.1 The Client will award the Contract on the basis of the most economically advantageous tender. This will be assessed against the evaluation process and criteria set out in paragraph 9 to this ITT.

6.2 The Client reserves the right not to award the Contract based on its evaluation of the Bid Responses.

#### 7. PROCUREMENT TIMETABLE

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7.1 The following dates are indicative of the programme timetable to be followed. However, the Client reserves the right to change the timetable at any time at its sole discretion. In this event, all Bidders will be advised of the revised timetable.

Activity	Date
Invitation to Tender	
[Project Briefing Day for Bidders]	
<b>Deadline for Bidders to raise clarifications</b>	
<b>Return of Bid Responses</b>	
Evaluation of Bid Responses	
[Bidder clarification meeting (Optional)]	
Announce Intention to award / start of Standstill period	
Contract Award / end of Standstill period	
Contract Commencement	

## 8. CLARIFICATION / BID SUBMISSION - PROCEDURES AND DEADLINES

8.1 Each Bidder is invited to submit full, detailed Bids in response to this ITT.

8.2 The Client intends to conduct this procurement using the BravoSolution etenderwales portal: - <https://etenderwales.bravosolution.co.uk/web/login.shtml>

8.3 BravoSolution has overall responsibility for any technical queries including:

8.3.1 access to the BravoSolution e-tenderwales portal,

8.3.2 access to the online version of this ITT and technical parameter documents via the Portal; and

8.3.3 system advice and guidance.

8.4 BravoSolution can be contacted on 0800 368 4850 or by e-mail to [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk).

8.5 Any queries / clarifications relating to the Bid should be directed via the message portal. Once a Bidder raises any queries, the Client's responses will be posted via the

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message portal within the e-tenderwales system. Please note that Bidders can raise clarifications on the content of this ITT until :

**[00pm BST on 20]**

8.6 Bidders must submit their Bid Responses via the e-tenderwales system which must be submitted before:

**[00pm BST on 20]**

8.7 Late clarifications and/or Bids submitted after the deadline may, at the Client's discretion, be discounted from further consideration.

8.8 Submission of your Bid Response is via the "SUBMIT RESPONSE" button which can be found at the top centre of the relevant screen. You can submit as many times as you need before the deadline, but the Client will only receive the latest submission. Please note that the Qualification, Technical and Commercial responses must be submitted separately. Saving your responses does not mean that you have submitted which takes place via the "SUBMIT RESPONSE" button. You are referred to the e-tenderwales portal for full guidance on completion and submission of your Bid Response and Bidders are responsible for ensuring that they follow all the guidance contained within the e-tenderwales portal. Bidders must read this ITT, and any instructions provided on the eTenderWales portal before completing any part of this tender.

8.9 Bidders should read the instructions within this ITT and any instructions provided on the eTenderWales portal before submitting a Bid Response to this ITT. Failure to comply with these requirements for completion and submission of the Bid Response may result in the rejection of the Bid Response. Bidders are therefore advised to acquaint themselves fully with the instructions and conditions set out in this ITT.

8.10 The Client requires adherence to all instructions and conditions within this ITT from each of the Bidders and the participation in the tender process by each of bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

8.11 Bidder responses to questions in the Technical questionnaire (Schedule 3.1) must comply with the **[word / character / page]** count where specified. **Please note that information provided outside of the scope of the [word / character / page] count will be disregarded.**

8.12 Bidders should respond as follows on the eTenderWales portal:

8.12.1 Complete the Qualification Response:

8.12.1.1 The Bidder must complete all relevant questions in the Qualification Response. Bid Responses that do not meet the requisite criteria will not progress to the next stage of the evaluation.

8.12.2 Complete the Technical Response:

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8.12.2.1 Before completing the Technical Response, the Bidder must download and complete the Technical Response Template. The Template[s] must be completed and re-uploaded to the Technical Response.

8.12.3 Complete the Commercial Response:

8.12.3.1 Before completing the Commercial Response, the Bidder must download and complete the Pricing Schedule. The Schedule[s] must be completed and re-uploaded to the Commercial Response.

8.12.3.2 Prices must be stated in Sterling (GBP) and be **exclusive of VAT.**

8.12.3.3

8.13 Unless required specifically to do so, Bidders are not required to submit any other information. **Please note that additional information that was not requested will be disregarded.**

8.14 Bids (including all accompanying documents) must be submitted in either English or Welsh.

8.15 To constitute a bona fide Bid Response, it is essential that all information requested is duly completed and returned. Any details not provided, fully completed, or saved to the incorrect response envelope may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Bid Response being rejected at the absolute discretion of the Client.

8.16 If any of the information supplied in the Bid Response documents changes in the ensuing evaluation period, or thereafter, Bidders must provide the Client promptly with full details in writing of the relevant changes.

8.17 If after viewing the ITT package a Bidder decides not to submit a Bid, the Client would be grateful if the Bidder would supply reasons for not responding to this ITT through the relevant area on the portal.

8.18 **Tendering Support** – you may find it helpful to contact your regional business advisory network to seek general advice and guidance if you are considering tendering for this and future public sector contracts.

Potential Bidders in Wales can access services at:

<http://business.wales.gov.uk/growing-business/welsh-government-support-1/supplier-development-service-0>

## 9. EVALUATION OF BID RESPONSES

[Guidance: This section will be bespoke for every procurement depending on the evaluation methodology. You should check this drafting each time to ensure that it reflects correctly the process to be used. Seek advice if you are unsure of any aspect of this ITT. Make sure that each criterion has a weighting and that each sub-criteria

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has a weighting and that all criteria and weightings are disclosed to the Bidders. Should you wish to include clarification presentations / interviews please discuss with your Lead].

9.1 If a Bid Response should fail any of the requirements set out in this ITT at any stage of the evaluation process, the Client reserves the right to disqualify the Bidder. In this event, no further evaluation of the Bid Response will take place and the Bidder will not be considered further in the procurement.

9.2 Bidders should note that Bid Responses will be evaluated individually in the sequence described below and subsequently awarded as detailed in paragraph 9.4.6.

Stage	Evaluation Type	Schedule	Details
1	Qualification	Guidance on how each question will be evaluated can be found within the Qualification Questionnaire in Bravo.	Mandatory and Information Only requirements. <i>(Please refer to paragraph 9.4.1 below)</i>
<b>NB Bidders can be rejected at stage 1 if they do not meet the minimum requirements</b>			
2	Technical	3.1	This response is mandatory. Responses will be scored in line with the evaluation methodology provided within Schedule 3.1. Please note one or more questions may have a minimum scoring threshold. <i>(Please refer to paragraph 9.4.6 below)</i>
<b>[NB Bidders can be rejected at stage 2 if they do not meet the minimum scoring requirements]</b>			
3	Commercial	3.2	This response is mandatory. <i>(Please refer to paragraph 9.4.8 below)</i>

9.3 Bid Responses will be evaluated on the basis of the most economically advantageous tender received, having regard to the following criteria:

9.4.1 As a minimum, Bidders will need to meet the requirements of the Qualification Questionnaire. Failure to meet these requirements may result in Bidders being disqualified from further consideration.

Please Note: Not all of the questions included within the Qualification Questionnaire are mandatory. Guidance will be provided for each question within the Qualification Questionnaire indicating those questions which are mandatory that Bidders must meet to be able to proceed to Stage 2.

9.4.2 The Bid Response will then be evaluated on the basis of the Technical Response (Schedule 3.1) and Commercial Response (Schedule 3.2).



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9.4.3 The Contract will be awarded on the basis of the most economically advantageous tender. The tables below show the weightings allocated to the Quality and Price criteria

Tender Award Criteria	Weighting
Quality (Technical Response) Criteria:	0%
Price (Commercial Response) Criteria:	0%

9.4.4 [Please note that Bidders will be required to obtain a minimum score of 0% or above for questions related to the criteria within the Technical Response (Schedule 3.1)].

9.4.5 An evaluation panel will be formed for each Lot which consists of a minimum of 3 members, including an independent panel member. Panel members will independently review and score each of the responses received in the Technical Response. The panel will then meet to determine a consensus score for each bid.

9.4.6 The Award Criteria and the weightings applied to each criteria are as set out in the table below:

[Guidance: Please amend this table according to the criteria to be applied to the procurement]

Technical Criteria Weightings		
Section Title		Section Weight
Account & Contract Management		0%
Question Number	Question Title	Question Weight
1.1.3	Account Management Structure	0%
1.1.4	Marketing of Agreement	0%
1.1.5	Continuous Improvement	0%
Section Title		Section Weight
Operational Performance		0%
Question Number	Question Title	Question Weight
1.2.1	Delivery Timescales & Availability	0%
1.2.2	Quality of Products	0%

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1.2.3	Welsh Language 0%

9.4.7 Stage 3, Commercial Response (Schedule 3.2), will be evaluated according to the scoring methodology referred to in the Table below.

9.4.8 [The Commercial questionnaire will be evaluated based on the total cost of products/services on the pricing schedule]. A formula will then be applied to the total cost so that a percentage is awarded in proportion to the best tendered price (the lowest price). The best tendered price will receive the maximum Price score of [0%] of the overall tender Score. An example of this can be found in the scoring methodology referred to in the Table below.]

Scoring Method
<b>Example:</b> Provider A = £20,000 (Total Cost) Provider B = £24,000 (Total Cost) Provider C = £25,000 (Total Cost)
<b>Cost Score Calculation:</b> Provider A = 100% (Best Bid) Provider B = £20,000 / £24,000 x 100 = 83.33% Provider C = £20,000 / £25,000 x 100 = 80%
<b>Total Score Adjustment (70%):</b> Provider A = 100% x 0.7 = 70% Provider B = 83.33% x 0.7 = 58.33% Provider C = 80% x 0.7 = 56%

9.4.9 The Quality and Price evaluation scores will be combined and the Bidder with the highest score will be awarded the Contract.

9.4.10 The Client will inform all Bidders of the outcome of the evaluation, via the message area of the Bravo portal. The information contained within the notification will be in accordance with Regulation 86 of PCR 2015 and will provide details of the mandatory standstill period if applicable. The Client reserves the right in its absolute discretion not to appoint a successful Bidder.

## 10. COMMUNITY BENEFITS

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**[Guidance:** Set out in this Section how you intend to treat Community Benefits as part of the evaluation. If they are to be a core requirement, then remember to include them as an evaluation criterion. If not, then the Bidder must provide a Community Benefits Proposal as part of their Bid which will be contractually enforced post contract award. Seek advice if you are unsure about any aspect of this ITT]

10.1 Community Benefits in a procurement context is about ensuring that wider social and economic issues are taken into account when tendering contracts, to maximise the investment as widely as possible. The Client is committed to delivering community benefits throughout Wales via its sourcing activity.

10.1.1 [Community Benefits will be a Core requirement and will be evaluated as part of the Tender].

10.1.2 Community Benefits will be a non-Core requirement and will not form part of the evaluation criteria. However, submission of a non-Core Community Benefits proposal will be a condition of a compliant bid.

10.1.3 Non-Core Community Benefits proposals should be planned on a cost-neutral basis.

10.1.4 The successful Contractors will be required to implement the Community Benefits proposals once agreed with the Client.

## 11. CONTRACTUAL COMMITMENT OF BID

11.1 Except for manifest error or as may otherwise be expressly agreed by both the Client and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by the Client for a period of [120] days. Therefore, Bidders are cautioned to verify their proposals before submission to the Client. The Client reserves the right, at its absolute discretion not to accept any Bid submitted in response to this ITT.

11.2 Prior to submitting its Bid, it is the Bidder's responsibility to ensure that all proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this procurement.

## 12. BID PREPARATION COSTS

12.1 Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by the Client. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. The Client shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process (including but not limited to either the termination or amendment of the procurement process), and in this respect, the Bidder shall have no recourse to the Client.

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### **13. AMENDMENTS TO ITT**

- 13.1 Throughout the procurement, the Client may issue ITT Updates, which will be identified by a version number and the date. No other statements issued by the Client in relation to this ITT shall constitute ITT Updates unless subsequently ratified by an ITT Update.
- 13.2 Such ITT Updates will contain details of any amendments to this ITT, together with any further information, which may assist the Bidders in the preparation of their Bid Response.
- 13.3 The Client reserves the right to make amendments to this ITT up to the clarification deadline date of XX/XX/XX.

### **14. CONFIDENTIAL INFORMATION**

- 14.1 Confidential information means all information which is supplied by the Client to a Bidder whether in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with such Bidder or which is obtained through observations made by such Bidder which is designated by the Client as confidential or which ought to be considered as subject to a duty of confidentiality. Each Bidder shall hold in confidence any confidential information, provided that such Bidder shall not be restricted from passing such information to its professional advisers, its proposed sub-contractors (subject to obtaining appropriate confidentiality restrictions), but only to the extent necessary to enable it to prepare its Bid and participate in this procurement.

### **15. FREEDOM OF INFORMATION**

- 15.1 The Client is a public authority for the purposes of the Freedom of Information Act 2000 (and the Environmental Information Regulations 2004). Any information submitted by you in connection with this tender may be requested and disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive or confidential, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Whilst the ultimate decision on whether to release rests with the Client, you will be consulted if the Client receives a request that captures any of the information you have provided.

### **16. COPYRIGHT**

- 16.1 Bidders are reminded that the copyright to this ITT is licenced to or vests in the Client and its appointed advisors. This ITT may not either in whole or in part be copied, reproduced, distributed, or otherwise made available to any other third party without the prior written consent of the Client except in relation to the preparation of a Bid. All documentation supplied by the Client in relation to this ITT is and shall remain the

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property of the Client and must be returned on demand, without any copies being retained.

## **17. BID MEMBERSHIP and ELIGIBILITY**

17.1 The Client must be notified in writing of any change in the control, composition or membership of a Bidder that has taken place subsequent to the submission of the Bid Response.

17.2 Similarly, the Client must be notified in writing of any changes that have been made to the nominated suppliers or advisors. reserves the absolute right to withhold approval for any such changes and to disqualify the Bidder concerned from any further participation in the procurement process.

## **18. COMMUNICATIONS**

18.1 Any enquiries associated with this ITT must be submitted via the e-tenderwales messaging services. Except where the response to an enquiry relates to commercially confidential matters, the Client will copy their responses to all Bidders.

## **19. CONSORTIUM BIDS AND SUBCONTRACTING**

19.1 The Client welcomes collaborative bids. For further information on joint bidding, please see <https://gov.wales/joint-bidding-public-contracts-guidance-consortia> Where a consortium, sub-contracting or third party approach is proposed, all information requested, including without limitation both financial and technical, should be given in respect of the proposed prime contractor or consortium leader. In addition, the elements of the service or supply being provided by consortium members, sub-contractors or third-party providers must be clearly distinguished. Furthermore, relevant information should also be provided in respect of consortium members, sub-contractors or third-party providers not operating through a sub-contract who will play a significant role in the delivery of the Contract. For the purposes of this ITT, a significant role is where the economic and financial standing and the technical or professional ability of the consortium member, sub-contractor or third party is referred to or relied upon in the Bid Response.

19.2 Details of the structure of the relationship between the consortium leader and consortium members or between the Bidder and sub-contractors or third-party providers must be provided. Such details must include information on the contractual documentation in (or to be in) place between them. The Client may request evidence that the contractual documentation is in place.

19.3 Bid Responses must enable the Client to assess the overall service proposed. Bidders should note that in the case of a consortium approach the Client may require that the liability of the consortium members to be joint and several.

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- 19.4 The Client recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to the Client so that they can make a further assessment by applying the criteria to the new information provided.
- 19.5 Without prejudice to paragraphs 19.1 – 19.4 above, the Client needs to ensure that any Bidder with which a Contract is concluded meets the financial standing requirements in this ITT. Consequently, where a Tenderer intends to rely on the financial standing of other entities (whether parent companies, group companies or otherwise), full information must be provided about those other entities.

## **20. PUBLICITY**

- 20.1 No publicity regarding the award of any contract will be permitted unless and until the Client has given express written consent to the relevant communication.

## **21. CONFLICT OF INTEREST**

- 21.1 Bidders are instructed to ensure that their potential appointment as a Contractor has not and will not create any conflict of interest or any situation that might compromise or prejudice the Client's duty to manage an open, fair, non-discriminatory, and competitive procurement process. In the event of a conflict (or potential conflict) arising at any time during the procurement process, the affected Bidder must report the occurrence of an actual or potential conflict and the means for resolving it to the Client as soon as reasonably practicable.
- 21.2 Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of the Client may result in a Bidder being disqualified from this procurement.

## **22. RIGHT TO REJECT BID RESPONSES**

- 22.1 The Client reserves the right to reject or disqualify a Bidder where:
- 22.1.1 a Bid Response is submitted late, is completed incorrectly, is materially incomplete or fails to meet the requirements of this ITT which have been notified to Bidders;
  - 22.1.2 the Bidder and/or a member(s) of its supply chain are unable to satisfy the terms Regulation 57 of the PCR 2015 (as amended) at any stage during the tender process;

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- 22.1.3 the Bidder and/or a member(s) of its supply chain are guilty of material misrepresentation in relation to information provided by the Bidder during the pre-qualification stage and/or in connection with any Bid Response;
- 22.1.4 the Bidder and/or a member(s) of its supply chain contravene any of the terms and conditions of this ITT or other document issued by the Client ;or
- 22.1.5 there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or a member(s) of its supply chain.

## **23. CLIENT'S RIGHTS**

23.1 The Client reserves the right to:

- 23.1.1 Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Client
- 23.1.2 Seek clarification or documents in respect of a Bid Response
- 23.1.3 Disqualify any Bidder that is guilty of serious misrepresentation in relation to its PQQ, Bid or the procurement process;
- 23.1.4 Disqualify any Bidder that does not submit a compliant Bid Response in accordance with the instructions of this ITT;
- 23.1.5 Annul the Bid process in its entirety;
- 23.1.6 Withdraw this ITT at any time, or re-invite Bid Responses on the same or alternative basis;
- 23.1.7 Choose not to award any contract as a result of the current procurement process; and
- 23.1.8 Make whatever changes they see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## **24. GOVERNING LAW**

The laws of England and Wales (as applied in Wales) and the exclusive jurisdiction of the Courts of England and Wales sitting in Cardiff shall apply to this ITT and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.

## **25. CHANGES TO THE SPEC**

PLEASE DELETE BEFORE ISSUE - Note for completion:

-All areas highlighted yellow must be tailored / deleted prior to issue.

- Where text appears within brackets the customer must tailor / delete as appropriate

- All square brackets must be removed from final version

X Insert Tender Name Here X

X Insert Tender Reference Here X

[GUIDANCE: Please use this section to foresee and allow for possible variation options if they are required in line with PCR 2015]

**Please consider including the following wording**

**Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.**