

Invitation to Tender for Provision of Furniture Solutions Framework

Reference: NPS-CFM-0092-18

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

Section 1	Instructions to Bidders	
Section 2	Framework Agreement	
Section 3	Terms and Conditions for Supply / Service	
Section 4	Specification	
Section 5	Tender Documents, consisting of:	Schedule 5.1 – Qualification Questionnaire
		Schedule 5.2 – Quality / Technical Questionnaire
		Schedule 5.3 – Commercial Questionnaire

Please ensure that you have downloaded and read Sections 1 – 4 before proceeding to complete Section 5.

Section 1 – Instructions to Bidders

- INTRODUCTION** This procurement exercise is being conducted by the National Procurement Service (NPS) for Wales, which is hosted by the Welsh Government. NPS acts on behalf of the Welsh public sector to deliver value for money via the procurement of common and repetitive goods and services 'once for Wales'. NPS harnesses public sector purchasing power of over £1 billion representing 20-30% of the annual expenditure in Wales related to common and repetitive spend. This procurement is being conducted on behalf of the Participating Organisations set out in the OJEU notice and listed again at Appendix 1 to this ITT. 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 a framework for the delivery of the Goods and Services set out in the Specification at Section 4 of this ITT. Bidders agree to keep confidential information contained in this ITT or sent with it or made available in connection with any further enquiries about its subject matter.

- 1.3 This ITT has been issued in connection with the Open Procedure¹ to be conducted in accordance with the Public Contracts Regulations 2015 (as amended) (**PCR 2015**) for the procurement of the Framework. Bidders should refer to the contract notice dispatched for publication in the Official Journal of the European Union ("**the OJEU notice**").
- 1.4 Whilst reasonable care has been taken in preparing the ITT, neither NPS 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 NPS or any of its representatives, employees, agents or advisers with respect to the ITT or any information on which it is based. Any liability for such matters is expressly excluded.
- 1.5 In so far as it is compatible with any relevant laws, NPS reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the Framework or to reject any or all Bids. In no circumstances will NPS incur any liability in respect of the foregoing.
- 1.6 The ITT is supplied to Bidders who wish to Bid for the provision of the Goods and Services under the Framework referred to in the OJEU 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 14 below).
- 1.7 For full details of the Goods and Services please refer to Section 4 (*Specification*) of this ITT.
- 1.8 The contract will be subject to new General Data Protection Regulation (GDPR) to ensure you are familiar with the legislation and your obligation please refer to guidance from the Information Commissioner's Office <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>

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 submission in response to the ITT which includes, but is not limited to, all responses in respect of Section 5 and all supporting information;
Bidders	Those organisations who have expressed an interest in providing the Goods and Services to be procured under the Framework;

¹ As defined in the Public Contracts Regulations 2015 (as amended)

Bidder Member	An organisation or person with a connection to the Bid Response;
Call-Off Contract	means the legally binding agreement made pursuant to the provisions of the Framework Agreement, for the provision of Goods and Services between a Participating Organisation and a Framework Provider and which is set out in Section 3 of this ITT;
Evaluation Criteria	The Award Criteria which will be used to evaluate Bid Responses and which are set out in Section 5 to this ITT;
GDPR	General Data Protection Regulation
Goods	The goods as described in the Specification set out in Section 4 to this ITT;
Framework Agreement	The agreement to be concluded with successful Bidders on conclusion of this procurement to establish a framework of suppliers for Goods and Services;
Framework	The framework which is being procured in this tender exercise to provide for the delivery of the Goods and Services;
Framework Providers	means those Bidders appointed to the Framework following the successful completion by NPS of its procurement exercise;
ITT Update	A written notification by NPS to the Bidders. ITT Updates may be issued during the Bid period to amend or to provide further clarification to any part of the ITT;
Invitation to Tender or ITT	This invitation to tender for the Services, including all schedules and annexures hereto;
PCR 2015	The Public Contracts Regulations 2015;
Participating Organisations	means any Participating Organisation described in the OJEU notice and as listed in the Supplier attachments area of this ITT, and shall be deemed to include any successor to any of them in the exercise of their functions;
Services	The services as described in the Specification set out in Section 4 to this ITT;
Specification	The specification contained within this ITT at Section 4.

3. BACKGROUND

The vision for NPS is to transform public procurement in Wales to world class collaboration, leading changes which improve public services and drive economic renewal through practical leadership and harnessing professional skills and technology to make a lasting and substantial step change in Welsh public sector procurement.

Over 73 public sector organisations in Wales have committed to the NPS including all Local Authorities, NHS Bodies, Welsh Government and Welsh Government Sponsored bodies, the Police and Fire services and Higher and Further Education.

Further organisations that may use NPS frameworks include other Welsh Public Sector bodies and Charities.

4. NPS' REQUIREMENTS

4.1 Bidders are invited to submit Bids to participate in the Framework as a Framework Provider. The successful Bidders will be required to interface with those Participating Organisations which have elected to call-off under the Framework to ensure successful delivery of the Goods and Services whilst achieving and maintaining consistently the highest services and standards throughout the term of the Call-Off Contract.

4.2 The Framework is for the supply, delivery and installation of furniture and associated products.

4.2.1 The Framework is for the delivery of the Good and Services as described in the Specification and will endure for the time period set out in paragraph 5 below.

4.2.2 The Framework will consist of three lots set out as follows:

- Lot 1 – Office Furniture
- Lot 2 – Educational Furniture
- Lot 3 – Furniture (Reserved Lot)

4.2.3 Each of these Lots has been separated over four geographical zones. Details of the geographical zones can be found in Appendix 2. Any supplier who is successful in all four zones will automatically be able to supply on an all Wales basis.

4.2.4 NPS expects to appoint a maximum of seven Framework Providers per zone for each Lot.

4.2.5 Call-Off procedures under the Framework Agreement are as set out in Schedule 4 to the Framework Agreement and bidders are referred to Section 2 of this ITT in that regard.

5. CONTRACT DURATION / TIMESCALE

- 5.1 The Framework Agreement to be entered into with Framework Providers will take the form set out in Section 2 to this ITT. The Call-Off Contracts which will be entered into between Participating Organisations and Framework Providers will take the form set out in Section 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 NPS (in respect of the Framework Agreement) or the Participating Organisation (in respect of the Call-Off Contracts) considers in their sole discretion that certain terms are inconsistent or redundant, the Framework Agreement and the Call-Off Contracts are **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 the process.
- 5.3 The period of the Framework Agreement to be awarded will be on the basis of a 4 year contract with with Break Clauses allowing the Client to terminate the Agreement at its absolute discretion at the end of years two and three.
- 5.4 The duration of the Call-Off Contracts will be set out in each Call-Off contract. Subject always to the procurement exercise progressing in accordance with the NPS' indicative timetable it is anticipated that the Framework will commence circa February 2020.
6. **AWARD CRITERIA**
- 6.1 NPS will award the Framework on the basis of the most economically advantageous Bid. This will be assessed against the evaluation criteria set out in Section 5 to this ITT.
- 6.2 NPS reserves the right not to award some or all of the lots based on its evaluation of the Bid Responses.
7. **PROCUREMENT TIMETABLE**
- 7.1 The following dates are indicative of the programme timetable to be followed. However NPS 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.
- 7.2 Please note that between 20th December 2019 and 6th January 2020 there may be a delay in responses being issued to any clarification questions raised during that period.

Activity	Date
Invitation to Bid	5 December 2019
Deadline for Bidders to raise clarifications	9 January 2020
Return of Bid Submissions	22 January 2020
Evaluation of Tenders	13 February 2020

Announce intention to award	17 February 2020
Contract Award / end of Standstill period	27 February 2020
Contract Commencement	28 February 2020

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 NPS intends to conduct this procurement using the BravoSolution eTenderWales portal:- <https://etenderwales.bravosolution.co.uk/web/login.shtml>
- 8.3 The eTenderwales BravoSolution help desk has overall responsibility for any technical queries including:
- 8.3.1 access to the BravoSolution eTenderWales portal,
 - 8.3.2 access to the online ITT and associated documents via the Portal
 - 8.3.3 system advice and guidance.
- 8.4 eTenderwales BravoSolution helpdesk can be contacted on 0800 368 4850 between 8am and 6pm Monday to Friday or by e-mail to help@bravosolution.co.uk
- 8.5 Any queries / clarifications relating to the Bid should be directed via the eTenderWales message portal. Once a Bidder raises a query, NPSs' responses will be posted on eTenderWales. Please note that Bidders can raise clarifications on the content of this ITT until:

2:00pm BST on 9 January 2020

- 8.6 Bidders must return their Bids via the eTenderWales system which must be submitted before:

2:00pm BST on 22 January 2020

- 8.7 Late clarifications and/or Bids may, at NPSs' discretion, be discounted from further consideration.
- 8.8 In the event that the Bidder should decide not to provide a Bid response, then the Bidder is required to return all ITT documentation to NPS and to confirm in writing that the Bidder has not retained any of the documentation. All documentation is to be returned no later than the date specified above.
- 8.9 Bidders must read this entire document, and any instructions provided on the eTenderWales portal before completing any part of this tender.

- 8.10 Bidder responses to questions in the Quality questionnaire (Section 5.2) must comply with the character count where specified. **Please note that information provided outside of the scope of the character count will be disregarded.**
- 8.11 Bidders may submit a Bid Response in respect of all of the lots, with the exception of Lot 3 which is only available to Supported Businesses.
- Bid Responses which do not comply with this requirement as to how to bid in respect of the lots may be disregarded by NPS as non-compliant.**
- 8.12 Bidders should respond as follows on the eTenderWales portal:
- 8.12.1 Complete the Qualification Questionnaire:
- 8.12.1.1 The Bidder must complete all relevant questions in the Qualification Envelope. Tenders that do not meet the requisite criteria will not progress to the next stage of the evaluation.
- 8.12.2 Complete the Quality / Technical Questionnaire:
- 8.12.2.1 The Bidder must complete the relevant Quality Envelope and indicate which Lot and Geographical Region they are bidding for.
- 8.12.3 Complete the Commercial Questionnaire:
- 8.12.3.1 Before completing the Commercial Questionnaire/s, the Bidder must download and complete the Pricing Schedule for each Lot that they are bidding for. The Pricing Schedules must be completed and re-uploaded to the relevant Commercial Envelope.
- 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 English.
- 8.15 To constitute a bona fide Tender, it is essential that all information requested is duly completed and returned. Any details not provided or fully completed may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Tender being rejected at the absolute discretion of NPS.
- 8.16 If any of the information supplied in response to the Tender documents changes in the ensuing evaluation period, or thereafter, Bidders must provide NPS 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, NPS would be grateful if the Bidder would supply reasons for not responding to the ITT through the relevant area on the eTenderWales portal.
- 8.18 Prices must be stated in Sterling (GBP) and be **exclusive** of VAT.
- 8.19 **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 Tenderers in Wales can access services at:

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

9. EVALUATION OF TENDERS

- 9.1 Bid evaluation will be carried out by an evaluation panel consisting of representatives from the Welsh public sector.
- 9.2 If the Bid Response should fail any of the requirements set out in this ITT at any stage of the evaluation process, NPS reserves the right to disqualify the Bidder. In this event, no further evaluation of the Bid Response will take place and the Bidder will be considered further in the procurement.
- 9.3 Bidders should note that Bids will be evaluated individually in the sequence described below and subsequently awarded as detailed in paragraph 9.4.6.

Stage	Web Questionnaire	Schedule	Details
Stage 1	Preliminary Compliance Review		<p>The information supplied in the Bid Response by each Bidder will be checked for completeness and compliance with the requirements of the ITT before responses are evaluated. The preliminary compliance review will check that Bid Responses:</p> <ul style="list-style-type: none"> • answer all questions (or explain satisfactorily if considered not applicable); • include all documents required to be submitted by the ITT (as detailed in Section 5) and are in the format requested; • do not disclose or give reason to suspect the existence of any of the grounds for exclusion under Regulation 57 of PCR 2015. <p>Where in the opinion of NPS, a Bid Response is non-compliant, the Bidder may be disqualified. In this event further evaluation of the Bid will not be undertaken.</p>
Stage 2	Qualification	5.1	Mandatory requirements. <i>(Please refer to section 9.3.1 below)</i>
NB Bidders can be rejected at stage 2			

Stage 3	Quality	5.2	a) Account Management Structure b) Continuous Improvement c) Delivery d) Space Planning e) Installation f) Environmental Considerations g) Transport h) Social Businesses i) Community Benefits
Stage 4	Price	5.3	Commercial questionnaire (<i>Please refer to section 9.4.8 below</i>)

9.4 Bids 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 (Schedule 5.1). Failure to meet these requirements may result in Bidders being disqualified from further consideration.

Please Note: Not all of the questions included in within the Qualification Questionnaire (Schedule 5.1) are mandatory. Guidance will be provided for each question within the Qualification Questionnaire indicating those questions which are mandatory that Tenderers must meet to be able to proceed to Stage 2.

9.4.2 The Bid will then be evaluated on the basis of the Quality / Technical Questionnaire (Schedule 5.2) and the Commercial Questionnaire/s (Schedule 5.3) for each Lot.

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

Tender Award Criteria	Weighting
Quality Criteria:	60%
Price Criteria:	40%

9.4.4 Bid Responses to the Quality questionnaire (method statements) will be evaluated using a consensus scoring approach. An evaluation panel will be formed consisting of representatives from across the Welsh public sector. The panel will determine a consensus score for each of the questions within the Quality questionnaire.

In relation to the Method Statements, Bidders will not progress to the next stage if they receive a zero marking for an individual question.

9.4.5 The Award Criteria for the Quality Questionnaire and the weightings applied to each criteria are as set out in the table below:

Lot 1, 2 and Quality Criteria Weightings

Question Number	Question Title	Question Weight
1	Account Management Structure	10%
2	Continuous Improvement	15%
3	Delivery	10%
4	Space Planning	15%
5	Installation	20%
6	Environmental Considerations	10%
7	Transport	10%
8	Social Businesses	10%
9	Community Benefits	0%

- 9.4.6 Stage 3, Commercial questionnaire (Section 5.3), will be evaluated according to the scoring methodology referred to in the Table under Section 9.4.9 below.
- 9.4.7 Volumes included within the Pricing schedules are for the purposes of reaching a total tender price for evaluation only and in no way represent envisaged volumes to be purchased through the Framework.
- 9.4.8 The Commercial questionnaire will be evaluated based on the total cost of products on the relevant pricing schedule for that Lot. 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 40% of the overall tender Score. An example of this can be found in the scoring methodology referred to in the Table below.

Scoring Methodology
<p>Example:</p> <p>Provider A = £20,000 (Total Cost)</p> <p>Provider B = £24,000 (Total Cost)</p> <p>Provider C = £25,000 (Total Cost)</p> <p>Cost Score Calculation:</p> <p>Provider A = 100% (Best Bid)</p> <p>Provider B = $\frac{£20,000}{£24,000} \times 100 = 83.33\%$</p> <p>Provider C = $\frac{£20,000}{£25,000} \times 100 = 80\%$</p> <p>Total Score Adjustment (40%):</p> <p>Provider A = $100\% \times 0.4 = 40\%$</p>

Provider B = $83.33\% \times 0.4 = 33.33\%$

Provider C = $80\% \times 0.4 = 32\%$

- 9.4.9 The Quality and Commercial evaluation scores will be combined and those top seven Bidders with the highest score will be awarded a place on the Framework.
- 9.4.10 NPS will inform all Bidders of the outcome of the evaluation, via the message area of the eTenderwales BravoSolution portal. The information contained in within the notification will be in accordance with Regulation 86 of PCR 2015 and will provide details of the mandatory standstill period. NPS reserves the right in its absolute discretion not to appoint a successful Bidder or to award only some of the tendered lots.

9. MANDATORY SUPPLIER REBATE

- 9.1 NPS is obliged to recover its costs and Framework Providers will be contractually required to pay a retrospective rebate to NPS. The rebate fee will be levied at 0.45% of the annual contract value for each Framework Provider. Full details of the mandatory supplier rebate and the payment terms in respect thereof are set out in the Framework Agreement attached at Section 4 of this ITT.
- 9.2 Participating Organisations may also levy an annual administrative fee on contracts entered into with Framework Providers and details of such fees will be set out in the relevant Terms and Conditions of Supply or Service for that Participating Organisation.

10. ETRADINGWALES A number of bodies within the Welsh Public Sector use eTradingWales.

- 10.1 Consequently, one or more organisations procuring through this agreement may require suppliers to be capable of conducting business electronically, including but not limited to:-
- 10.1.1 eTradingWales market place Agreements/Catalogues.
 - 10.1.2 Access to on line content through Double Punch Out.
 - 10.1.3 Purchase Order receipt and invoice delivery.
- 10.2 There are no licence fees or transaction costs applicable to suppliers using the eTradingWales.

- 10.3 Successful Bidders may be required to conduct the contracts entered into with Participating Organisations through the eTradingWales platform. Upon award marketplace Agreements/Catalogues must be made available within 7 days of a request being made.

11. **COMMUNITY BENEFITS**

- 11.1 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. NPS is committed to delivering community benefits in public sector procurement throughout Wales through its sourcing activity.
- 11.2 Community Benefits associated with Lots 1 to 3 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.
- 11.3 Non-Core Community Benefits proposals should be planned on a cost-neutral basis.
- 11.4 The successful Contractors will be required to implement the Community Benefits proposals once agreed with the Participating Organisation.

12. **CONTRACTUAL COMMITMENT OF BID**

- 12.1 Except for manifest error or as may otherwise be expressly agreed by both NPS and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by NPS for a period of 120 days. Therefore, Bidders are cautioned to verify their proposals before submission to NPS. NPS reserves the right, at its absolute discretion not to accept any Bid submitted in response to this ITT.
- 12.2 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.

13. **BID PREPARATION COSTS**

- 13.1 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 NPS. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. NPS shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process, and in this respect, the Bidder shall have no recourse to NPS.

14. **AMENDMENTS TO ITT**

- 14.1 Throughout the procurement, NPS may issue ITT Updates, which will be identified by a version number and the date. No other statements issued by NPS in relation to the ITT shall constitute ITT Updates unless subsequently ratified by an ITT Update.

14.2 Such ITT Updates will contain details of any amendments to the ITT, together with any further information, which may assist the Bidders in the preparation of their submissions.

14.3 NPS reserves the right to make amendments to the ITT at any time up to the award of the contract.

15. **CONFIDENTIAL INFORMATION**

15.1 Confidential information means all information which is supplied by NPS 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 NPS as confidential or which is otherwise of a confidential nature. 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.

16. **FREEDOM OF INFORMATION**

16.1 Bidders are reminded that NPS is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR). Accordingly NPS may be required to disclose, on request, information submitted to it by Bidders in connection with this Bid. Information may be exempt from disclosure under FOIA where its disclosure would be likely to prejudice the commercial interests of any person but NPS can give no assurances as to whether information received from Bidders in connection with this Bid would be disclosed in response to a request made under FOIA. In the event that such a request is received by NPS, NPS shall, in accordance with its obligations under the Code of Practice made under section 45 FOIA, consult with any party whose interests are likely to be affected by disclosure. However NPS shall be responsible for determining at its absolute discretion whether any such information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and whether any such information is to be disclosed in response to an information request.

17. **COPYRIGHT**

17.1 Bidders are reminded that the copyright to this ITT rests with NPS 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 NPS except in relation to the preparation of a Bid. All documentation supplied by NPS in relation to this ITT is, and shall remain the property of NPS and must be returned on demand, without any copies being retained

18. **BID MEMBERSHIP and ELIGIBILITY**

- 18.1 NPS 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.
- 18.2 Similarly, NPS must be notified in writing of any changes that have been made to the nominated suppliers or advisors. NPS 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.

19. **COMMUNICATIONS**

- 19.1 Any enquiries associated with this ITT must be submitted via the eTenderWales messaging are; except where the response to an enquiry relates to commercially confidential matters, NPS will copy their responses to all Bidders.

20. **CANVASSING**

- 20.1 Any Bidder who directly or indirectly canvasses any member of NPS or any of their officials or representatives concerning the award of the Framework may be disqualified.

21. **COLLUSIVE SUBMISSIONS**

- 21.1 Any Bidder who:

21.1.1 Fixes or adjusts the Bid rates and prices quoted by it under or in accordance with any agreement or arrangement with any other person; or

21.1.2 Communicates to any person other than NPS the amount or approximate amount of its proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid for insurance or similar activity); or

Offers or agrees to pay or gives or does pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Bid or proposed Bid any act or omission; will be (without prejudice to any other civil remedies available to NPS and without prejudice to any criminal liability which such conduct by a Bidder may attract) disqualified.

- 21.2 The Bidder warrants that its Bid shall be bona fide and shall be intended to be competitive and that it has not done and will not do at any time any of the acts set out in paragraph 22.1 above.

22. **CONSORTIUM BIDS AND SUBCONTRACTING**

- 22.1 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 Framework Agreement under any ensuing 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 response to the ITT.

- 22.2 Responses must enable NPS to assess the overall service proposed. Bidders should note that in the case of a consortium approach not involving a prime contractor, NPS will require that the liability of the consortium members shall be joint and several.
- 22.3 NPS 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 NPS so that they can make a further assessment by applying the criteria to the new information provided.
- 22.4 Without prejudice to paragraphs 22.1 – 22.3 above, NPS needs to ensure that any entity with which a Framework Agreement or Call-Off Contract is concluded meets the financial standing requirements in the 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.

23. **PUBLICITY**

- 23.1 No publicity regarding the procurement of the Framework or the award of any contract will be permitted unless and until NPS has given express written consent to the relevant communication.

24. **CONFLICT OF INTEREST**

- 24.1 Bidders are instructed to ensure that their potential appointment as a Framework Provider has not and will not create any conflict of interest or any situation that might compromise or prejudice NPSs' 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 NPS as soon as reasonably practicable.
- 24.2 Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of NPS may result in a Bidder being disqualified from this procurement.

25. **GUIDANCE AND COMPLIANCE**

25.1 Bidders should read these instructions carefully before submitting a 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.

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

26. **RIGHT TO REJECT BIDDER RESPONSES**

26.1 NPS reserves the right to reject or disqualify a Bidder where:

26.1.1 a Bid response is submitted late, is completed incorrectly, is materially incomplete or fails to meet the requirements of this tender which have been notified to Bidders;

26.1.2 the Bidder and/or a member(s) of its supply chain are unable to satisfy the terms Regulation 57 of the Public Contracts Regulations 2015 (as amended) at any stage during the tender process;

26.1.3 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;

26.1.4 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 NPS; or

26.1.5 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.

27. **NPSs' RIGHTS**

27.1 NPS reserves the right to:

27.1.1 Waive the requirements of this ITT;

27.1.2 Disqualify any Bidder that does not submit a compliant Bid Response in accordance with the instructions of this ITT;

27.1.3 Annul the Bid process in its entirety;

27.1.4 Withdraw this ITT at any time, or re-invite Bid responses on the same or alternative basis;

- 27.1.5 Choose not to award any contract as a result of the current procurement process; and
- 27.1.6 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.

28. **WELSH LANGUAGE STANDARDS**

- 28.1 The Welsh Language (Wales) Measure 2011 (“the 2011 Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language (“standards”).
- 28.2 Section 26 of the 2011 Measure enables the Welsh Ministers to specify standards, and section 39 enables them to provide that a standard is specifically applicable to a person by authorising the Welsh Language Commissioner (“the Commissioner”) to give a notice to that person requiring compliance with the standard (a “compliance notice”).
- 28.3 The Welsh Language Standards (No. 1) Regulations 2015 (“the 2015 Regulations”) specify standards in relation to the conduct of the Welsh Ministers, county and county borough councils and National Park authorities.
- 28.4 The Commissioner has issued compliance notices to these bodies. The compliance notices, which may be amended by the Commissioner, set out which standards must be complied with by the bodies in question, and by when the bodies have to comply with them. They also specify in respect of certain standards circumstances and areas where they are and are not required to comply with them. A copy of the compliance notices for each of the bodies can be found here: <http://www.comisiynyddygydraeg.cymru/English/Publications/Pages/SearchResults.aspx?Category=Compliance%20notices>
- 28.5 The 2015 Regulations also provide that, unless the compliance notices provide to the contrary, the standards will apply to an activity carried out or service provided on behalf of these Authorities under arrangements made with a third party. That will include carrying out an activity or supplying services through contractual arrangements. This means that if a Provider fails to comply with a standard where it acts on behalf of one of these Authorities, it will amount to a failure on the part of the Authority itself, rendering the Authority open to investigation and possible sanction from the Welsh Language Commissioner.
- 28.6 The successful Provider(s) will be required to provide goods or services in a way which does not put an Authority in breach of Welsh Language Standards, and (where it is carrying out an activity or providing services on behalf of the Authority) to comply with the applicable standards, and indemnify the Authority against any failure. These requirements are in addition to any specific requirements relating to the Welsh language which any Authority may choose to specify.

29. **GOVERNING LAW**

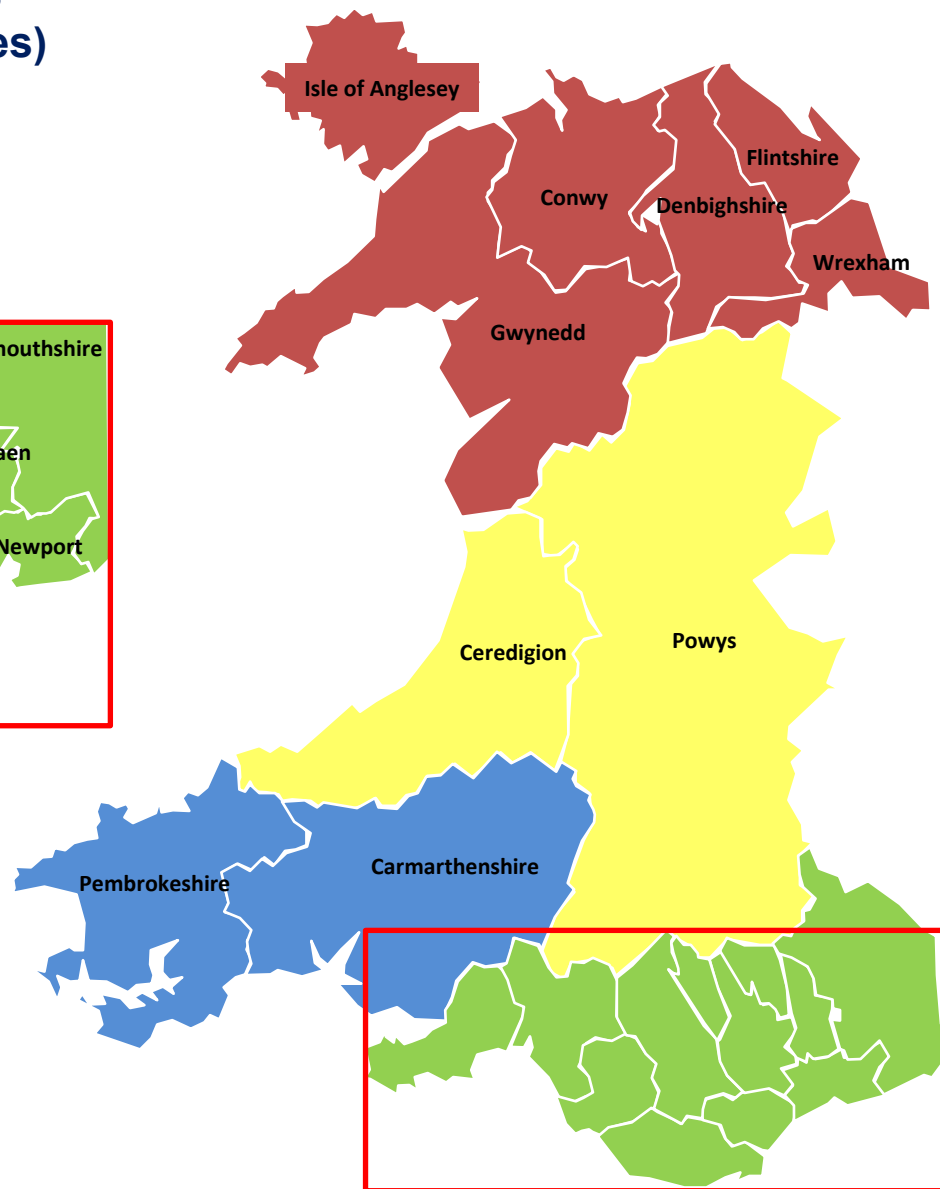
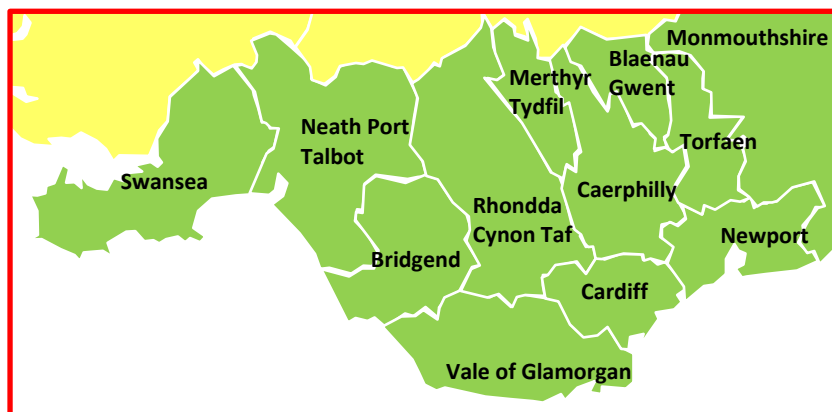
The laws of England and Wales (as applied in Wales) and the exclusive jurisdiction of the Courts of England and Wales sitting in Cardiff shall apply to this ITT and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.

Appendix 1 – Participating Organisations

The Participating Organisations, to whom the use of this framework agreement will be open, include without limitation, the following in the geographical area stated in the Contract Notice (and any future successor bodies to these Participating Organisations):

A list of eligible organisations can be downloaded from the Supplier attachment area within the ITT.

Appendix 2: Lotting Geographical Zones (based on County boundaries)



Zone 1 (North Wales): Isle of Anglesey, Conwy, Denbighshire, Flintshire, Gwynedd & Wrexham

Zone 2 (Mid Wales): Ceredigion & Powys

Zone 3 (West Wales): Pembrokeshire & Carmarthenshire

Zone 4 (South Wales): Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Rhondda Cynon Taf, Swansea, Torfaen & Vale of Glamorgan

A supplier who appears in Zone 1, 2, 3 and 4 will automatically appear in the All Wales zone.