





Invitation to Tender for In-Work Support Service

Reference: C151/2022/2023

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 Services

Please refer to the Welsh Government Procurement Privacy Notice at: https://gov.wales/topics/improvingservices/bettervfm/procurement-privacy-notice/?lang=en to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

Section 1 – Instructions to Bidders

1.1 This procurement exercise is being conducted on behalf of the Welsh Ministers (hereinafter referred to the "The Client") to establish a contract for the In-Work Support Service. 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 Services set out in the Specification at Section 2 of this 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.

1.2 This ITT has been issued in connection with the Open Procedure[1] 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 the In-Work Support Service 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).

1.6 For full details of the 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 below:

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 Services to be procured under the Contract, and "Bidder" means one of them;
Bidder Member	An organisation or person with a connection to the Bid Response;

[1] 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.

Client	the Welsh Ministers
Compliant Bid	Means a Bid that includes a completed: a) Qualification Questionnaire (including Bespoke Questions) (on eTenderWales) b) Technical Response Template c) Commercial Response Template d) (Non Core) Community Benefits Proposal Template (non-scored) And: e) Is not submitted late, f) Is completed correctly, g) Is not materially incomplete, h) Meets the requirements of this ITT which have been notified to Bidders, i) Does not seek to qualify or amend the Terms and Conditions for Services.
Contract	The legally binding agreement (set out in Schedule 3.3 to this ITT) to be entered into between the Client and a successful Bidder on the conclusion of this procurement, for the provision of Services;
Evaluation Criteria	The Award Criteria which will be used to evaluate Bid Responses and which are set out in paragraph 6 below;
Contractor	the 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 annexes hereto;
PCR 2015	The Public Contracts Regulations 2015;
Services	The services as described in the Specification set out in Section 2 of this ITT;
Specification	The specification contained within this ITT at Section 2, including the mandatory requirement set out in the Qualification Questionnaire within the Bravo eTender.

3. BACKGROUND

3.1 Building on the success and lessons from the European funded In-Work Support Service 2015-2022, the Welsh Government on behalf of the Welsh Ministers, from hereon in referred to as the Client, is expanding a successor In-work Support Service (IWS) across Wales for people with both physical and mental ill-health conditions. The service is funded by the Welsh Government's Health and Social Services Group (HSS). The primary objective of the IWS is to provide therapeutical support to help Participants absent from work or at risk of becoming absent due to their ill-health to remain in or return to employment.

3.2 The In-Work Support Service will deliver against a number of Welsh Government strategic commitments in respect to increasing employability support for people recovering from or living with mental and physical ill-health through a range of measures. This is set out in a range of Welsh Government key strategies including:

- Welsh Government Programme for Government 2021-2026
- Stronger, Fairer, Greener Wales – A Plan for Employability and Skills;
- Together for Mental Health Delivery Plan 2019-2022.

3.3 **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 supplier at the earliest opportunity.**

4. WELSH GOVERNMENT'S REQUIREMENTS

4.1 Bidders are invited to submit Bids to be awarded a Lot contract(s) for In-Work Support Service. The highest scoring bidder for each Lot will be appointed – one bidder will be appointed per Lot.

4.2 A contract will be awarded for each of the 7 regional Lots.

4.3 Bidders are entitled to bid for a single Lot, multiple Lots or all Lots. Where Bidders are interested in bidding for more than one Lot, individual bids for each Lot must be submitted as detailed in 8.12 below.

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

4.5 For information purposes the potential value of the Contract is estimated to be £9.308m over the initial 2 year period. The potential value of the possible 2 year extension is estimated to be up to a further £11.242m. A total maximum value of £20.550m for the maximum 4 year contract term. Details of the value of each of the Lots can be found in section 4 of the specification.

5. CONTRACT DURATION / TIMESCALE

5.1 The Contract 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(s) will be for a 2 year term. The client retains the right to extend the contract(s) for a further 2 years depending on availability of budget and supplier performance. Subject always to the procurement exercise progressing in accordance with the Client's indicative timetable it is anticipated that the Contract will commence in April 2023.

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 below.

6.2 The Client reserves the right not to award the Contract 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 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	December 2022
Deadline for Bidders to raise clarifications	**20 January 2023**
Return of Bid Responses	**30 January 2023**
Evaluation of Bid Responses	February 2023
Announce Intention to award / start of Standstill period	March 2023
Contract Award / end of Standstill period	March 2023
Contract Commencement	1 April 2023

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.

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

14.00 GMT on 20 January 2023

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

14.00 GMT on 30 January 2023

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 Bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

8.11 Each question has a specific response limit. Please ensure you adhere to the response limits as indicated. Any information provided by bidders that is over and above the limits will not be evaluated. Tables, Pictures and Diagrams must be included within word counts.

8.12 Bidders should respond as follows on the eTenderWales portal:

- Complete the Qualification Response:

  The Bidder must complete all relevant questions within the Qualification Questionnaire in the Qualification section/envelope of the eTenderWales portal.

  Bidder responses to questions in the Qualification questionnaire must comply with the word count where specified. Please note that information provided outside of the scope of the count will be disregarded.

  Only **one** Qualification Questionnaire is required to be submitted with each Bid regardless of how many Lots are bid for.

  You will see that in the e-tender for this Contract(s) there is one qualification envelope ITT and each Lot has a separate ITT for the Lot specific technical and commercial envelope. You will submit one qualification response, this will then be used for each Lot you bid for, as instructed in the eTenderWales portal.

- Complete the Technical Response **for each Lot(s)** that you are bidding for:

  Before completing the Technical Response, the Bidder must download and complete all questions within the technical response template. You will need to submit a technical response for each individual Lot you wish to bid for. The completed Template must be re-uploaded to the Technical section/envelope of the eTenderWales portal for each Lot you wish to bid for. When completing their answers Bidders must comply with the instructions set out. Bidder responses to questions in the Technical Response template must comply with the word count where specified. Please note that information provided outside of the scope of the count will be disregarded.

  Bids that do not meet the requisite minimum scoring threshold will result in the rejection of the Bid.

- Complete the Commercial Response **for each Lot(s)** that you are bidding for:

Before completing the Commercial Response, the Bidder must download and complete the Lot specific commercial response template. You will need to submit a commercial response **for each** individual Lot you wish to bid for. When completing their commercial response Bidders must comply with the instructions set out. The commercial response template must be completed and re-uploaded to the Commercial Response. Prices must be stated in Sterling (GBP) and be **exclusive of VAT.**

You will need to submit a commercial response for each individual Lot you wish to bid for. You will see that in the e-tender for this Contract(s) there is one qualification envelope ITT and each Lot has a separate ITT for the Lot specific technical and commercial envelope.

- Complete the Non Core Community Benefits Proposal Template (non-scored) in accordance with Paragraph 10 of this ITT, for each Lot(s) that you are bidding for .

  The Bidder must download and complete the Non Core Community Benefits Proposal Template (non-scored). The completed Template must be re-uploaded to the eTenderWales portal for each Lot(s) that you are bidding for.

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 Compliant Bid, 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 will constitute an admission of unsuitability/inability to fulfil requirements and will 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

9.1 Each Bid response will be checked initially for compliance with all requirements of the ITT and to confirm whether it is a Compliant Bid. If a Bid is deemed to not satisfy the Client's requirements for a Compliant Bid, no further evaluation of the Bid 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 below.

Evaluation Type	ITT Documentation	Details
Stage One: Qualification	Qualification Questionnaire (eTenderWales)	This is an assessment of whether there is any reason why a Bidder should be excluded from participation in the tender process. It is assessed against the Bidder's response to the questions in the Qualification section/envelope of eTenderWales and scored as information only or pass or fail. Guidance is provided against each question, indicating those questions which are mandatory that Bidders must respond to and pass to be able to proceed to Stage 2. A Bidder can be disqualified from the tender process at Stage 1, where the Bidder: • Does not provide all information requested within the Qualification section/envelope of eTenderWales that is marked as "Mandatory", • Receives a fail for one or more of the Qualification questions (in the Qualification Questionnaire.
Stage Two: Technical	Technical Response Template	These are the Technical questions within the Technical Response Template on eTenderWales. Bidders are required to note the instructions for completion of the Technical Questions within this ITT and the Technical Response Template.

		All questions should be answered by completing the Technical Evaluation response template provided (uploading the completed template for each Lot as indicated on eTenderWales). The response to each of the Technical questions will be scored out of one hundred (100) in accordance with the Marking Scheme and Evaluation Guidance contained within the Technical Response Template. *(Please refer to paragraph 9.4.6 below)* Bidders should note there are minimum scoring requirements for the Technical questions. These are: • To ensure a consistent standard across all areas covered by the technical questions, **the score allocated to each technical question must reach its minimum pass score. If any technical question is awarded a score of forty (40) out of one hundred (100) or lower, it will immediately fail the whole tender.**
Commercial Response	Commercial Response Template	This is the Commercial response within the Price Schedule Template on eTenderWales. Bidders are required to note the instructions for completion of the Commercial Response for each Lot within this ITT and the Commercial Response Template. *(Please refer to paragraph 9.4.8 below)*

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 Technical Responses will be evaluated using a consensus scoring approach. An evaluation panel will be formed consisting of a minimum of 3 members, including an independent panel member. The panel will independently review and score each of the questions and will then meet to determine a consensus score for each of the questions within the Technical Response envelope.

9.4.2 As a minimum, Bidders will need to meet the requirements of the Qualification Questionnaire. Failure to meet these requirements will 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.

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

9.4.4 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:	80%
Price (Commercial Response) Criteria:	20%

9.4.5 Please note that Bidders will be required to obtain a minimum score of 60% or above for questions related to the criteria within the Technical Response (Schedule 3.1).

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

Technical Criteria Weightings		
Section Title		**Section Weight**
Service Delivery		60%
Question Number	**Question Title**	**Question Weight**
1	Evidence of Understanding and Planned Approach to Deliver Contract Requirements	20%
2	Evidence of Relevant Expertise and Ability to Undertake Requirements	20%
3	Evidence of Collaboration with Other Organisations	20%
Section Title		**Section Weight**
Contract Management		20%

Question Number	Question Title	Question Weight
4	Demonstration of Record and Finance Management Processes	10%
5	Evidence of Ability to Handle and Manage Sensitive and Personal Information	10%

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 20% of the overall tender Score. An example of this can be found in the scoring methodology referred to in the Table below.

Scoring Method
Example: Provider A = £20,000 (Total Cost) Provider B = £24,000 (Total Cost) Provider C = £25,000 (Total Cost) **Cost Score Calculation:** Provider A = 100% (Best Bid) Provider B = £20,000 / £24,000 x 100 = 83.33% Provider C = £20,000 / £25,000 x 100 = 80% **Total Score Adjustment (70%):** 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 for each Lot.

9.4.10 The Client will inform all Bidders of the outcome of the evaluation, via the message area of eTenderwales 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 for either or all of the contract Lots.

9.4.11 It is the Bidder's responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers must be notified to the Client as soon as reasonably practicable.

10. COMMUNITY BENEFITS

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.

10.2 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.

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

10.4 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 180 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.

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 at any time up to the award of the Contract.

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 in this ITT is licensed 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 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. The Client 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 supplier 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 are 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.

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 Supplier 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 If a Bid is deemed to not satisfy the Client's requirements for a Compliant Bid, no further evaluation of the Bid will take place and the Bidder will not be considered further in the procurement.

22.2 The Client reserves the right to reject or disqualify a Bidder where:

- 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.
- 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.
- 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

- 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.

22 CLIENT'S RIGHTS

22.1 The Client reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Client
- Seek clarification or documents in respect of a Bid, subject to compliance with the PCR 2015.
- Disqualify any Bidder that is guilty of serious misrepresentation in relation to its PQQ, Bid or the procurement process;
- Abandon the Bid process in its entirety;
- Withdraw this ITT at any time, or re-invite Bid Responses on the same or alternative basis;
- Choose not to award any contract as a result of the current procurement process; and
- 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.

23 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.

24 CHANGES TO THE SPEC

Throughout the duration of the Contract, the Client may seek to continue to improve the Contract and to make changes where necessary to take into account changing Ministerial priorities. To this end, a number of flexibilities (including but not limited to varying the Services) have been incorporated into the Contract and the Specification. Changes to the Specification will be implemented in accordance with the terms of the Contract. Priorities will be reviewed regularly by the Client and Welsh Government Officials and may be revised.

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 Supplier at the earliest opportunity.