



Invitation to tender for S4C Internal Audit Services

Date Published: 26 July 2019

Closing date for receipt of requests
for explanation: 9 August 2019,
12 pm

Closing date for receipt of tenders: 30 August 2019,
12 pm

Introduction

This document invites applications from companies and organisations that are interested in supplying and are able to deliver **internal audit services** to S4C, as described more specifically in the following pages.

This Invitation to Tender ("ITT") includes the following parts:

Part 1	Background Information and Internal Control
Part 2	Further Information on the Agreement
Part 3	Information to be Included in the Tender Response
Part 4	Outline of Tender Process and Further Information Requests
Part 5	Evaluation Criteria and Awarding the Contract
Part 6	Legal Notes

Appendix 1	S4C Board Standing Orders
Appendix 2	Evaluation Matrix
Appendix 3	Basic Information Form
Appendix 4	S4C Corporate Structure

Please read this Invitation to Tender carefully. Responses to the tender that do not comply with the requirements of this Invitation to Tender may not be considered.

This tender process, including this Invitation to Tender, is subject to the Legal Notes set out in Part 6.

Part 1 Background Information and Internal Controls

1.1 S4C

S4C is the only Welsh language television channel in the world and one of the five UK public service television broadcasters. It is an independent broadcasting authority established under the Broadcasting Act 1981, and is regulated by the Communications Act 2003 and the Broadcasting Act 1990.

S4C provides a wide range of diverse, high quality programmes. The channel broadcasts over 115 hours of Welsh language programmes each week. S4C's programmes are available to watch live on S4C's website via broadband and the on-demand viewing service on the s4c.cymru website, via the BBC iPlayer and on YouView, smart TV, Sky, Freeview and a number of other platforms.

S4C is uniquely funded through a mixture of grant funding, commercial income and advertising. In addition, the BBC provides an average of 10 hours per week of Welsh language programming to S4C funded by the licence fee.

For more information about S4C, please refer to the Annual Report 2018/19, which is available on the S4C website (s4c.cymru), or contact:

Viewers' Hotline
S4C
Unit 1
Victoria Dock
Caernarfon
Gwynedd
LL55 1TH
Tel: 0370 600 4141

1.2 Background Information about the Contract

This tender is offered by the S4C Board's Audit and General Purposes Committee ("the Committee").

Following the independent review of S4C published in March 2018, S4C has put in place new governance arrangements in order to operate following a Unitary Board model, instead of the previous non-executive board system known as the S4C Authority Board. Further information on these governance arrangements can be found in the S4C Board Standing Orders in Appendix 1.

Further information about the contract and S4C's requirements can be found in Part 2.

Further information on S4C's duties, structure and performance can be found in the S4C Annual Report and Financial Statement together with a range of other corporate materials on the S4C website.

1.3 Internal Controls

The S4C Authority is committed to the highest possible standards of corporate governance. It has established a framework of internal controls in line with the requirements of the UK Corporate Governance Code. It has undertaken to prepare

a Regularity report for the audit committee of the DCMS and the National Audit Office. In addition, the Authority must make arrangements for internal audit which operate in accordance with central government standards as set out in the Government Internal Audit Manual and Public Sector Internal Audit Standards.

The key elements include:

i. Control environment - an organisational structure with clearly defined responsibilities for internal control. The key systems of control are documented in the S4C Internal Control Procedures Manual.

ii. Financial reporting - a comprehensive management reporting system including zero-based preparation of annual budgets by cost centre, which are subsequently reported monthly comparing actual results to budget and investigating significant variances. Forecasts of commitments are prepared and updated regularly throughout the year.

iii. Quality and integrity of personnel - experienced and suitably qualified staff take responsibility for all key business functions. The appraisal system allows monitoring of individual standards of performance.

iv. Operating controls - each cost centre maintains financial controls and procedures appropriate to its own business environment conforming to the overall standards and guidelines approved by the Authority.

v. Monitoring - the reports on the system of internal financial control from management and from the audit function are submitted in the first instance to the S4C Board's Audit and General Purposes Committee. The auditors shall review the control procedures to the extent necessary for expressing their audit opinion, and report on any weaknesses arising during the course of their audit work.

The Committee must satisfy itself on all matters of financial propriety and procedure and discuss with the internal auditors any matters of concern arising out of their audit.

Part 2 Further Information about the Contract

2.1 Scope of the Tender

The scope of work under the contract for the Internal Auditing Services shall include an audit of the financial records and processes from the 2019/20 to 2021/22 financial years in accordance with a work schedule agreed with the Committee. Further requirements relating to the scope of the Tender are set out in **Part 3**.

We estimate that the number of days required to fulfil the service (as set out in this ITT and **Part 3** in particular) would be approximately 25 days per annum (including planning and administration).

Should the Tenderer feel that it needs more days to carry out the work, it may raise the matter in its application, and during the interviews, if it receives an invitation to an interview. The successful Tenderer would not be permitted to undertake any work above the agreed number of days without S4C's prior consent, including agreeing any additional charge that may be due. The same rate as that for the days originally appraised cannot be expected.

The majority of the documentation relating to the audit services is available in Welsh only. The Tenderer will therefore need to ensure and demonstrate adequate linguistic abilities in its application.

S4C has a duty to ensure that there is no direct or indirect subsidy of its commercial activities from the Public Service Fund. It is also required to deal separately with the Public Service Fund and the General Fund, submissions should, therefore, indicate the Tenderer's proposals for reflecting these requirements in the arrangements governing the internal audit function. The Corporate Structure contained in **Appendix 4** reflects the separation of both funds and shows the subsidiaries that come under the General Fund.

The successful Tenderer will be expected to make an initial risk assessment and to draw up a new three-year audit plan during the first year of the new contract.

The Tenderer should explain how it will communicate with S4C's external auditors and confirm that it will allow them unrestricted access to its working papers. Following the Independent Review of S4C published in 2018, S4C is in the process of discussing the appointment of the National Audit Office (NAO) as S4C's external auditors for the period 2019/20.

2.2 Terms and Duration of Agreement

S4C is offering a three-year appointment to the successful Tenderer. S4C will review the contract and the successful Tenderer's performance at the end of the first year and reserves the right to terminate the contract at the end of the first year following such a review. This review will be in addition to any regular reviews set out in the contract.

2.3 Parent Company Guarantee and Consortia

Please note that S4C may ask the successful Tenderer to provide guarantees from a parent company. If a consortium applies for the tender and its

subsequent response is successful S4C may require: (i) that the consortium form a legal entity before entering into a contract; and / or (ii) the joint accountability and accountability of all consortium members; and / or (iii) guarantees and / or commitments by some or all of the consortium members on behalf of some or all of the other consortium members.

Part 3 Information to be Included in the Tender Response

3.1 Required Information

The Tenderers should provide the following information as part of the tender response to show in detail how S4C's requirements will be met:

- the **Basic Information Form** in the format set out in Appendix 3.
- a **Written Statement** setting out methodology to provide the service. The Tenderer should note:
 - i. **Relevant qualifications and professional expertise** – details of the Tenderer's relevant qualifications and demonstrate that it has the professional expertise to deliver the auditing services referred to in this ITT.
 - ii. **Experience of delivering similar services** - details of experience in delivering similar services to clients in the past. When giving details of past clients the Tenderer has worked with it should include details of the range of services, date(s) services delivered and value of contract. The Tenderer should confirm whether it has had any contract for the provision of audit services terminated for poor performance or has had any damages claimed against it under any such contract in the last three years.
 - iii. **Understanding of S4C's requirements** – the Tenderer's views on the key financial issues facing S4C, their implications to the auditing process, and the benefits it could offer the auditing services for S4C. The Tenderer should also set out the key strategic risks that it believes are relevant to S4C's business and how its proposal for Internal Audit services would add value to the process of managing and mitigating these risks. The Tenderer is expected to demonstrate an appreciation of the role auditing plays for an organisation like S4C and its special status as an establishment funded by public money, but which is also authorised to generate income through specific commercial enterprises.
 - iv. **Audit Approach** – the Tenderer's detailed proposals for undertaking this work taking into consideration the nature of S4C's funding and the Authority's commitment to adopting the highest standard of corporate governance.

The Tenderer should include the following:

- a suggestion of audit assessment requirements, together with an explanation of the processes used to determine the assessment requirements;
- a description of the Tenderer's proposed reporting method including an explanation of how the Tenderer will ensure the timeliness and effectiveness of reports provided to S4C;

- a description of the procedures used to ensure the quality of the work including an explanation of the computer audit techniques used;
 - an explanation of how the Tenderer will separate the public and general funds; and
 - an indicative plan for the first year including the following:
 - a. the number of working days the Tenderer thinks are appropriate;
 - b. a description of how the Tenderer will manage the transfer process from the existing auditors (if appropriate); and
 - c. a description of how the Tenderer will ensure an effective working partnership with the external auditors.
- v. Linguistic Ability** – the majority of the documentation relating to the auditing work will only be available in the Welsh language. The Tenderer should, therefore, note how it will be able to ensure adequate linguistic ability in terms of reading documentation and reporting.
- vi. Staffing and availability of key contact:** details of partner(s), manager(s)/ess(es) and other key staff to be assigned to the contract. The Tenderer should note any direct and relevant experience on a similar assignment, amount of time the individual will assign to these assignments and succession planning and action to ensure continuity of staffing. The Tenderer should give details of how it will ensure availability of its key contact during the contract period.
- vii. Fees** – Tenderers should provide a fee for the first year in accordance with the indicative plan provided under paragraph **iv** above, noting the rates of the range of staff responsible for providing the service. The rates should be relevant for the whole contract without the need to re-negotiate new fees each year. The Tenderer should include a standard rate card for any marginal or additional work that is not part of the main auditing work.
- viii. Contract** – a copy of the standard terms and conditions the Tenderer proposes to use as a basis for the agreement with S4C should it be awarded the contract. Please note that S4C expects these terms to incorporate the clauses and principles contained in **Part 6.3 – Legal Notes** as a minimum.

It should be noted that it is for assessment purposes that S4C request these terms and conditions and if the Tenderer is awarded the contract by S4C, S4C reserves the right to negotiate the terms of the final contract and/or to offer the contract on the condition that it agrees to change some of the standard terms and conditions. Where no contract is successfully completed following the award of the tender, S4C reserves the right to award the tender to another Tenderer or to re-tender the services in its sole discretion. Tender responses must remain open for 3 months from the date given for submission of tender responses.

The Tenderer may include any relevant additional information, but its response should not include any irrelevant information not asked for specifically or required by this ITT including, for example, sales literature.

Should the Tenderer (or in the case of a tender response provided by a consortium, any member of that consortium) at any time become aware that any information that it (or in the case of a tender response provided by a consortium, any member of that consortium) have provided to S4C in relation to this tender process is incomplete, incorrect or misleading in any way, or is no longer true, the Tenderer must inform S4C of this immediately.

3.2 Maximum Number of Pages

Tenderers should try to be brief in drafting their responses to this ITT. Responding to this ITT should not exceed 20 pages of A4 in length (excluding the Basic Information Form) and should not use a smaller font size than Georgia 10. S4C reserves the right to exclude from the tender process any response to the ITT that does not comply with these requirements.

The above page restriction does not include any documents attached to the main ITT response document.

Part 4 Outline of Tender Process and Further Information Requests

4.1 Outline of the Tender Process

This tender process will include the following steps:

Step 1	Closing date for further information requests	12:00 pm, 9 August 2019
Step 2	Provide responses to requests for further information	23 August 2019
Step 3	Closing date for receipt of written tender proposals	12:00 pm, 30 August 2019
Step 4	Start of tender responses evaluation	2 September 2019*
Step 5	Interviews (if relevant)	25 September 2019*
Step 6	Notice of final tender outcome	30 September 2019*

* Please note these dates could change.

4.2 Submission of Tender Responses

Tenderers are requested to submit an electronic tender response in Welsh or English in accordance with the requirements of this ITT by the deadline for receipt of tender responses set out in Part 4.1 above.

"S4C Internal Audit Tender" should be clearly stated on tender responses and e-mailed to:

E-mail: tendrarchwilio2019@s4c.cymru

Tenders may be submitted in Welsh or English. A tender submitted in Welsh will not be treated less favourably than a tender submitted in English.

ANY TENDER RESPONSES SUBMITTED AFTER THE DEADLINE SET OUT FOR THE RECEIPT OF TENDER RESPONSES IN PART 4.1 ABOVE, OR RECEIVED BY S4C AT ANY ADDRESS OTHER THAN THE ADDRESS INDICATED ABOVE, WILL NOT BE CONSIDERED AND ANY SUCH TENDER RESPONSES WILL BE OMITTED FROM THIS TENDER PROCESS.

S4C will not be responsible for any defects in the distribution system or for any tender responses that are lost, delayed or defective. You are responsible for ensuring that your tender responses (and any attachments) are prepared in good time (taking into account the possibility of staff absences or technical failures) and submitted before the closing date noted in Part 4.1 above.

Please note that 20Mb is the maximum size of e-mails that S4C can receive and that the permitted file formats are Word, Excel, PDF and Jpeg. These forms are acceptable as *Zip* Files. Tenderers should be aware that their own ISP (Internet Service Provider) may set lower limits on e-mail size and are therefore advised to check with their own ISP or their IT department about any restrictions on the size of messages long before the date of sending and the closing date.

Proof of sending material is not deemed to be proof that the material has arrived, and it is advisable to seek acknowledgment in the form of a separate e-mail that the material has arrived.

4.3 Assessing Tender Responses

S4C will consider all tender responses received by S4C which comply with the requirements set out in this ITT and any information provided during an interview (if relevant) in accordance with the procedure and criteria set out in Part 5 below. The award of an agreement will be based on S4C's assessment of the tender response which offers the greatest economic advantage, in accordance with the criteria set out in Part 5 below. All Tenderers who submitted a response to the ITT will be notified of the outcome of S4C's evaluation in an email. See Part 5.4 further below.

4.4 Explaining Tender Responses

S4C may ask Tenderers to provide further information and / or explanation of any issues in their tender responses. However, the expectation is that Tenderers

include any information and / or explanations that they wish S4C to consider in their responses.

S4C may invite the Tenderer to attend an interview in Carmarthen to deliver a presentation and to explain the details noted in the tender response document.

4.5. Requests for further information

All contact in relation to this tender process including any requests for further information and/or guidance in completing tender responses must be made by email to S4C at cwestiynautendr@s4c.cymru

Tenderers must not in any way canvass or solicit information relating to this tender process from any other officer, employee, agent or adviser of S4C.

Tenderers are encouraged to identify any further information and/or guidance it may possibly require in connection with this tender process as early as possible. The deadline for submission of requests for further information and/or guidance is **12 pm 9 August 2019**. Any requests received after this deadline will not be considered. S4C will endeavour to deal promptly with all requests received before this deadline.

In the interest of fairness and transparency please note that all requests for further information and/or guidance in respect of this tender process and S4C's responses to such requests will be disclosed to all applicants. Such disclosures will be posted on the S4C website on <http://www.s4c.cymru/cy/tendrau/>

If Tenderers consider any request for further information and/or guidance which they make to be commercially sensitive, they must clearly mark the request as "commercially sensitive" and supply the reasons why they consider it to be commercially sensitive. Please note, however, that S4C will determine, in its sole discretion, whether it considers any such request to be commercially sensitive. If S4C determines that a request is commercially sensitive S4C will not disclose the request or its response to such request to other Tenderers. If S4C determines that the request is not commercially sensitive, it will inform the tenderer. If the Tenderer agrees that the request is not commercially sensitive S4C will respond to the request and will be entitled to disclose the request and its response thereto to all Tenderers. If the Tenderer does not agree that the request is not commercially sensitive or does not inform S4C whether or not it so agrees within a period of one working day, the request shall be deemed to be withdrawn and S4C will not respond to it. Nothing in this paragraph will be interpreted or construed as limiting in any way S4C's ability to disclose any information to any person in complying with its freedom of information obligations as outlined in Part 6.6 below.

Any requests and any responses thereto which are disclosed to all Tenderers will be deemed to form part of this ITT.

Part 5 Evaluation Criteria and Awarding the Contract

5.1 Compliance Testing

Before commencing the formal process of evaluating the tender responses, S4C will examine the tender responses to ensure that they fully comply with the requirements of the ITT. Non-compliant tender responses could be rejected. S4C will evaluate fully compliant tender responses, in accordance with the provisions set out in this section, Part 5.

5.2 Evaluation

Members of the S4C Audit and General Purposes will evaluate and score the responses to this ITT and any information arising out of the interview if relevant, in accordance with the criteria and weightings below.

The contract is awarded on the basis of the tender which receives the highest score.

Compliance Questions:

	Evaluation Criteria	Evaluation Methodology
Basic Information Form:		
Section 1	Information about the Tenderer	Not scored, but the section must be completed
Section 2	Grounds for Mandatory Exclusion	Acceptable – Completed with all responses positive or negative with evidence of acceptable remedial steps Unacceptable – Not completed or one or more of the responses negative with no evidence of acceptable remedial steps
Section 3	Grounds for Discretionary Exclusion	Acceptable – Completed with all responses positive or negative with evidence of acceptable remedial steps Unacceptable – Not completed or one or more of the responses negative with no evidence of acceptable remedial steps
Section 4	Additional Insurance Modules	Acceptable – Completed with all responses positive Unacceptable – Not completed or one or more of the responses negative
	Equality	Acceptable – Completed with all responses to Q1 and Q2 negative or positive with evidence of acceptable remedial steps Unacceptable – Not completed or the responses to Q1 and/or Q2 positive with no evidence of acceptable remedial steps
	Environmental Management	Acceptable - Completed with all responses to Q1 negative or positive with evidence of acceptable remedial action Unacceptable - Not completed or responded to Q1 positively without evidence of acceptable remedial action
	Health and safety	Acceptable - Self certification completed and response to Q2 negative or positive with

		evidence of acceptable remedial action Unacceptable – Self-certification not completed or response to Q2 positive without evidence of acceptable remedial action
Section 5	Declaration	Not scored, but the section must be completed

Qualitative questions:

Award Criteria	Information to Assess	Evaluation Questions (How will S4C evaluate the response)	Weightings
Written Statement:			
Relative qualifications, professional expertise and experience of supplying similar service	Description of the Tenderer's relevant qualifications and professional expertise. Details of the Tenderer's experience of providing similar services.	Has the Tenderer demonstrated that it has the relevant qualifications and professional expertise to provide the service. Has the Tenderer provided evidence of up to three previous agreements relevant to S4C's requirements? Have those contracts been performed within the last three years?	10% 5%
An understanding of S4C's needs	Description of the Tenderer's understanding of the strategic risks facing S4C. Description of the Tenderer's recommendations	Does the Tenderer's response demonstrate an understanding of the key strategic risks to S4C's business?	10%

	<p>for managing the key strategic risks relevant to S4C, including how such measures will assist S4C to ensure that its public services are provided successfully in accordance with S4C's Performance Measuring Framework.</p>	<p>Does the Tenderer's response demonstrate how it will add value to the process of managing and aligning these risks and assist S4C to ensure that its public services are provided in accordance with S4C's Performance Measuring Framework?</p>	<p>10%</p>
Audit Approach	<p>An indication of an audit needs assessment together with an explanation of the processes used to determine the assessment of needs.</p> <p>Description of the Tenderer's reporting methods.</p> <p>Description of the Tenderer's procedures for quality assurance.</p> <p>Description of how the Tenderer intends to provide the service.</p> <p>Indicative plan for the first year.</p>	<p>Does the Tenderer's response demonstrate that it has effective processes for identifying audit matters and to respond to them?</p> <p>Has the Tenderer demonstrated that it has effective reporting methods that will ensure punctual and effective reporting provisions to S4C?</p> <p>Does the Tenderer's response demonstrate that it has effective procedures and techniques to ensure the quality of work?</p> <p>Has the Tenderer demonstrated that it has effective processes for separating the public and general funds?</p> <p>Does the Tenderer's indicative plan for the first year demonstrate that it has relevant and effective plans</p>	<p>5%</p> <p>5%</p> <p>5%</p> <p>5%</p> <p>5%</p>

		for providing the service and for collaborating with third parties (where relevant) including the external auditors?	
Language ability	Description of how the Tenderer will provide a Welsh language service.	Does the Tenderer's response demonstrate that it has staff with sufficient Welsh language skills or other processes in place to provide a Welsh language service?	10%
Staffing and availability of the main contact	Details of the Tenderer's key staff to be assigned to the services.	Does the Tenderer's response demonstrate that the key staff have relevant experience of providing a similar service, and that the Tenderer intends to allocate the time of staff with different levels of experience to the services as appropriate? Has the Tenderer explained that it has effective processes to ensure staff continuity?	5% 5%
Contract	A Copy of the standard terms and conditions that the Tenderer would like to use as the basis for the contract for the services.	Do the terms and conditions incorporate the clauses and principles required under the legal notes in this ITT?	5%

Appendix 2 contains the matrix which sets out how the information required in Part 3.1 above will be evaluated in accordance with these criteria.

Evaluation of Fee

In order to evaluate the applications, S4C will use the fee for the first year in accordance with the indicative plan provided by the Tenderer.

S4C will evaluate the fee provided using the following formula: the lowest fee provided as part of the tender divided by the fee provided by the Tenderer concerned. S4C may exclude responses which have provided unusually low fees. The fee is weighted by 15%.

5.3 Disqualification of Tender Responses / Tenderers

S4C reserves the right to disqualify a tender response and / or Tenderer from this tender process at any time if:

- (a) the tender response does not comply with any of the requirements of this ITT;
- (b) any information provided to S4C by the relevant Tenderer (or, in the case of a consortium, any of its members), is incomplete, inaccurate or misleading in any way, or if it is no longer correct;
- (c) the Tenderer has conspired with any person (not including, where the Tenderer is a consortium, conspiracy between consortium members in connection with the consortium's tender response) in relation to or in connection with their tender response or the tender response of any other Tenderer.

The disqualification of any tender response or Tenderer shall not prejudice any other rights or remedies of S4C.

5.4 Contract Award

In accordance with the provisions of Part 6.1 below and on completion of the evaluation of tender responses and interviews (if relevant), S4C will inform the Tenderer of the results of the evaluation work. No agreement will be entered into unless and until S4C signs the agreement. No oral or written acceptance of any tender, or notice that a Tenderer has been successful, shall constitute a contractual binding.

Part 6 Legal Notes

6.1 No Obligation to Offer the Contract

Nothing contained in this ITT nor any communication between the Tenderer and S4C regarding the tendering process or the tender response shall constitute a contract for the provision of any service covered by this tender process nor a warranty or a representation that any contract will or may be awarded.

S4C reserves the right to withdraw from and/or abandon and/or defer this tender process at any time, not to award any contract as a result of this tender process, to supplement, revise and/or clarify the terms and conditions of this ITT and/or to require the Tenderer to clarify its tender responses and/or to provide additional information in relation thereto.

6.2 Conflict of Interest

You are required to provide details if it is envisaged that there may be a conflict of interest between individuals involved in the application and S4C staff, this is to enable S4C to ensure that it assigns staff to the tender process that have no personal relationship with any applicant.

6.3 Required Clauses

It should be noted that S4C expects the terms to incorporate the following principles as a minimum:

- i. Insurance requirements:** the successful Tenderer will have public liability insurance with a maximum of £10 million, employer's liability insurance with a maximum of £10 million, professional indemnity insurance with a maximum of £5 million and any other relevant insurance in accordance with good industry practice;
- ii. Intellectual property:** S4C will be granted a royalty free, perpetual, unencumbered licence of copyright and other rights in any and all reports or documents created in the provision of the services in order to enable S4C to use such reports or documents as it deems fit in its absolute discretion for the full period of copyright;
- iii. Conflict of interest:** the successful Tenderer will be expected to act in S4C's best interests at all times and not to do anything which could conflict with S4C's best interests, adversely impact on S4C's goodwill or reputation and/or the company's obligations under the agreement;
- iv. Warranty of compliance:** the Tenderer will be expected to warrant that it shall provide the services in accordance with all applicable laws;
- v. Confidentiality:** the successful Tenderer shall use S4C's confidential information solely for the purposes of performing its obligations under the agreement and it shall not disclose any confidential information to any person other than to its staff or to comply with any legal obligations;

vi. Freedom of Information Act: the successful Tenderer will be expected to provide all reasonable assistance to S4C to enable S4C to deal with any requests made in accordance with the Freedom of Information Act 2000;

vii. Limitations of liability: it is expected that any limits on the liability of the successful Tenderer shall not be less than its insurance levels;

viii. Termination rights: it is expected that S4C may terminate the agreement on giving 1 month's notice. S4C may also terminate the agreement immediately where the successful Tenderer is in material breach of any of its obligations, where any of the key personnel are unavailable to provide the services, where the Tenderer is wound up, where a receiver is appointed over any of the Tenderer's assets, where the Tenderer is unable to pay its debts, where the Tenderer ceases to carry on its business, or where there is any change of control of the Tenderer;

ix. Consequences of termination: following the termination of the agreement, it is expected that there shall be no obligation on S4C to make any payments to the Tenderer other than for the work actually completed; the Tenderer shall return to S4C all property belonging to S4C; the Tenderer shall provide all reasonable assistance to S4C to enable S4C to complete the work of providing the services; and the main terms noted above shall remain in force.

It should be noted that it is for assessment purposes that S4C request these terms and conditions. S4C reserves the right to negotiate the terms of the final contract and/or to offer the contract on the condition that the Tenderer agrees to change some of the standard terms and conditions. Where no contract is successfully completed following the award of the tender, S4C reserves the right to award the tender to another applicant or to re-tender the services in its sole discretion.

6.4 Codes of Practice and Guidelines

The successful Tenderer will be required to comply with the following codes of practice, legislation and guidelines (amongst others):

- Health and Safety Legislation and GDPR
- S4C Statement of Commitment to Diversity

Each Tenderer should include the cost of complying with the above (including to cost of appropriate advice) within the application. Many of these guidelines are available on the S4C Production Website which is available at <http://www.s4c.cymru/en/production/page/1154/guidelines/>

6.5 Freedom of Information

S4C is subject to the provisions of the Freedom of Information ("FOI") Act 2000. If the Tenderer considers that any information supplied by it to S4C pursuant to this invitation is commercially sensitive or confidential in nature, this should be highlighted explicitly and the reasons for its sensitivity set out in full in the tender response. Please note, however, that identifying information as confidential or commercially sensitive does not guarantee that it will be exempt

from disclosure. S4C retains the discretion to decide whether or not particular information is exempt from disclosure.

6.6 Data Protection

By submitting a response the Tenderer confirms that it has informed all individuals identified in the tender response that it will share their personal data in this way. The Tenderer acknowledges that S4C will process all personal information provided as part of the Tenderer's response in accordance with the General Data Protection Regulation 2016 and the Data Protection Act 2018. S4C's Privacy Notice is available at www.S4C.cymru, and you will inform every individual whose personal details are provided to S4C of this clause 6.6. S4C will process any personal data provided in the tender response on the legal basis that it is in the Tenderer's and S4C's legitimate interest to process all data provided by the Tenderer as part of the tender response for the purpose of evaluating the tender response.

6.7 Confidentiality and Publicity

By submitting a tender response, the Tenderer agrees to keep confidential any information which is disclosed or otherwise made available to the Tenderer by S4C in any medium whatsoever during or in connection with this tender process. The Tenderer shall not use such information for any purpose other than the preparation of the tender response and shall not disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the tender response. Such obligations of confidentiality shall not apply to documents already in the public domain at the time it is disclosed or made available to the Tenderer by S4C.

By submitting a response to this tender Tenderers agree not to, and agree to ensure that their employees do not, issue any publicity of any kind (including but not limited to notices via social networking sites such as Facebook or Twitter or otherwise) regarding the subject of this tender or any decision of S4C in relation to any element of this tender unless S4C has provided prior written consent to such communication.

6.8 Disclaimer

S4C gives no warranty or representation regarding the completeness or accuracy of any information contained in this ITT and any reliance placed on any such information by the Tenderer is at its own risk.

6.9 Tender Costs

The Tenderer shall be responsible for its own costs and expenses incurred in connection with this tender process. S4C will not under any circumstances contribute towards any such costs and expenses.

6.10 Amendments to Tender Documents

S4C reserves the right to make changes to the tender documents prior to the deadline for responses set out in Step 1 4.1 above. To allow time for such

amendment to be taken into account S4C may, at its discretion, extend the dates set out in Part 4.1 above.

6.11 Copyright

S4C owns the copyright in the ITT and any other materials issued or made available by S4C. The Tenderer is not permitted to copy, reproduce, use or issue copies of the ITT or such materials (or any part thereof) other than as and to the extent strictly required for the preparation and submission of the tender responses.

6.12 Non-Collusion

By submitting a response to this ITT, each Tenderer certifies that:

1. the tender response is bona fide and intended to be competitive;
2. the Tenderer has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person (other than, in the case of a consortium, the other consortium members) or required any other applicant to do the same; and
3. the Tenderer has not communicated to any person other than S4C the amount or approximate budget or price of the tender response, except where the disclosure, in confidence, was necessary to obtain insurance premium or other quotations required for the preparation of the tender.

6.13 Inappropriate Conduct

If a Tenderer or an appointed advisor to a Tenderer makes any attempt to inappropriately influence this tender process or the award of the contract in any way, S4C may disqualify that Tenderer's tender response in S4C's absolute discretion. Any direct or indirect canvassing by a Tenderer or an appointed advisor to a Tenderer in relation to this procurement or any attempt to obtain information from any of the employees or agents of S4C concerning another tendering organisation may result in disqualification at S4C's sole discretion.

6.14 Governing Law

This ITT shall be governed by the laws of England and Wales and, by returning a tender response; you agree to submit to the exclusive jurisdiction of the courts of England and Wales.



APPENDIX 1

S4C Board Standing Orders

(See attached document)

APPENDIX 2

EVALUATION MATRIX

Score	Category	Profile
0	Zero Response/ poor	Very Failure to address S4C's requirements or no evidence has been provided to address S4C's requirements.
1	Poor	A poor proposal in terms of addressing S4C's requirements or supported by poor evidence that such proposals will be delivered, which has major gaps, and is not convincing in many respects or seriously lacks credibility.
2	Below satisfactory	A proposal that is below satisfactory in terms of addressing S4C's requirements, or supported by below satisfactory evidence, which has moderate gaps or is unconvincing or irrelevant.
3	Satisfactory	A satisfactory proposal in terms of addressing S4C's requirements or supported by satisfactory evidence that such proposals will be delivered, but which has minor gaps or which to a small extent is unconvincing or lacks credibility.
4	Good	A good proposal to address S4C's requirements supported by good evidence that such proposals will be delivered that is sufficient (in qualitative terms), convincing and credible.
5	Excellent	An excellent proposal which addresses and exceeds S4C's requirements in a way that S4C considers offers deliverable and cost-effective additional functionality, services or standards (as applicable) and which is supported by excellent evidence that such proposals will be delivered which is consistent, comprehensive and compelling.

APPENDIX 3

BASIC INFORMATION FORM

(See attached document)



APPENDIX 4

S4C Corporate Structure

