

Responses may be submitted in English or Welsh



Gofal Cymdeithasol Cymru
Social Care Wales

**Invitation to Tender
and
Specification**

Provision of an Internal Audit Service

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Section 1 – General information

1.1 Social Care Wales

Background information on the work Social Care Wales undertake can be found on our website <https://socialcare.wales/about>.

The social care sector covers many areas and activities and therefore to help better explain what 'social care' really means we've created two short and simple videos - [New video resources to help building a better understanding of social care in Wales - Social Care Wales - Research, Data & Innovation](#).

1.2 Procurement Procedure

We intend to conduct this procurement using an **Open Procedure**, in accordance with the Procurement Act 2023, the Wales Procurement Policy Statement (WPPS) and Social Partnership and Public Procurement (Wales) (SPPP) Act 2023.

1.3 Purpose of this Tender

We are seeking to appoint an experienced internal auditor who can deliver high-quality, independent assurance and advisory services.

As part of our governance arrangements and Board Assurance Framework, internal audit plays a vital role in evaluating the effectiveness of our financial and operational controls, risk management, and compliance. We operate within a robust governance model aligned with the three lines of defence, and our internal audit function is essential to supporting the Accounting Officer in fulfilling their responsibilities, including the preparation of the annual Governance Statement.

1.4 Budget

There is a budget of approximately £150,000 (inclusive of any applicable VAT) agreed for full contract term (60 months), equating to £30,000 (including any applicable VAT) per annum.

The current service provision is based on an indicative total of **50 audit days** (across all auditor grades). This allocation reflects the scale and complexity of our operations, the breadth of assurance required across our strategic priorities, and the need to deliver a high-quality internal audit service within available budget parameters.

The Supplier will also be required to provide a rate card (for information only) as part of their submission. This rate card will be used to inform any potential ad hoc audit assignments that fall outside the agreed scope of the contract. Rates provided will not form part of the core contract pricing but may be used to support future procurement decisions or contract variations, as required.

Prices must be quoted in pounds sterling and clearly state if VAT will or will not be charged.

1.5 Duration

The contract will initially run from 1 April 2026 to 31 March 2029 with a possibility of being extended for up to a further 24 months, up to a total period of 60 months.

1.6 Monitoring

The Supplier's performance under the terms of the contract will be reviewed by the Director of Finance, Partnerships and Corporate Services on behalf of Social Care Wales. Performance will be measured against the specification and delivery timescales, with quality control measures agreed as part of the contract – see section 2.9 for Key Performance Indicators (KPIs). Performance will be overseen by the Audit and Risk Committee.

1.7 Joint or consortia bids

This procurement opportunity is not suitable for joint or consortia bids; therefore, such submissions will not be considered.

1.8 Complementary documents

The following documents are attached to this Invitation to Tender (ITT):

- Appendix 1 – The Wales Procurement Specific Questionnaire (WPSQ)
- Appendix 2 – Technical / Quality Response Document
- Appendix 3 – Financial / Pricing Response Document
- Appendix 4 – Social Care Wales' tone of voice guidelines
- Appendix 5 – Social Care Wales' branding guidelines
- Appendix 6 – Form of Tender
- Appendix 7 – [Statutory Annual Accounts 2024/25](#)

Section 2 – Project Outline

2.1 Introduction

Our vision is to make a positive difference to care and support in Wales for children, adults and their families and carers. We seek to achieve this vision through achieving our purpose by providing national leadership and expertise in social care and early years. We lead on regulating and developing the social care workforce, service improvement, data and research to improve care.

Our Business Plan for 2025/27 sets out our eight strategic outcomes:

- Improved well-being for the social care and early years workforce.
- A social care and early years workforce that is highly recognised and valued.
- Social care and early years services that attract, recruit and retain people with the right values to meet the needs of those who need care and support.
- A registered social care workforce that has the public's confidence.
- A social care and early years workforce that is suitably qualified, knowledgeable and skilled with the right values, behaviours and practice social care services that embed and deliver strengths-based approaches to care and support.
- Social care practice and policy that is underpinned by innovation, high-quality research, data and other forms of evidence.
- Social Care Wales provides effective, high quality and sustainable services.

It is not just what we do that is important to us. It is also how we work together through our shared values:

- Respect Everyone: we see people as individuals and treat everyone with dignity and respect.
- Professional Approach: we act responsibly and in the right way, holding each other to account.
- Always Learning: we believe in improving ourselves and supporting others to be the best that they can be.
- Involve People: we encourage and enable everyone to work together.

We aim to work with partners who not only share our values but actively demonstrate them in practice.

2.2 Background

Social Care Wales is a Welsh Government Sponsored Body (WGSB) responsible to the Senedd and Ministers. Our working arrangement with Welsh Government is set out in a Model Governance Framework with our work priorities established through an agreed annual Remit Letter. We are required to comply with the requirements set out in [Managing Welsh Public Money](#) and other guidance as set out from time to time by the Welsh and UK Governments.

We have a [Board](#), made up of individuals with a wide range of experience, expertise and skills, appointed by the Minister for Children and Social Care. The Board operates with delegated responsibilities to three sub-Committees which lead on oversight for Audit and Risk, Regulation and Improvement, along with a Remuneration Committee. The Chief Executive (our Accounting Officer) is supported by a team of three Directors. The role of the Accounting Officer includes oversight of financial integrity, supported by internal audit functions to make sure compliance with propriety and regularity.

More information on Social Care Wales, our governance, risk management arrangements, staffing and finances can be accessed by referring to our Statutory Annual Accounts 2024/25 (Appendix 7).

Internal audit is identified as a crucial component of our governance arrangements and Board Assurance Framework, which is based upon the three lines of defence model. Internal audit makes sure that our financial and operational controls subject to independent and objective review and testing to make sure that they are robust and that risks are appropriately managed.

The Accounting Officer's role includes oversight of financial integrity, supported by internal audit functions to ensure compliance with propriety and regularity. The assurance gained from internal audit is a key element of the framework of assurance that the Accounting Officer needs to inform their completion of the annual Governance Statement.

Our Board Assurance Framework and risk management arrangements are underpinned by Strategic, Operational, Fraud and ISMS Risk Registers, each developed using the three lines of defence.

The principles of internal audits are:

- **Fraud and Financial Oversight:** Internal audits are expected to play a role in identifying vulnerabilities to fraud, evaluating the scale of fraud risk, and implementing responses to mitigate financial mismanagement.
- **Value for Money and Assurance:** Internal audits are recognised as a mechanism for assessing efficiency, effectiveness, and economy. It is expected that this will provide added value from the service provided.
- **Collaboration:** The internal audit processes should complement the work of the Auditor General for Wales and the Wales Audit Office in their scrutiny of financial governance across the organisation. Senior management actively encourage and expect co-operation between internal and external auditors. Both parties are also expected to attend and participate in Social Care Wales's internal Audit and Risk Committee meetings with the majority of the meetings held on-line with any in person meetings held at our offices in Cardiff.
- **Open Access:** The Internal Auditor has right of direct access to the Accounting Officer and is able to raise any matter with the Accounting Officer. Any serious matters identified should be raised in a timely manner with either the Director of Finance, Partnerships and Corporate Services, the Accounting Officer and/or Audit Committee Chair – which ever is relevant.

2.3 Aims & Objectives

The overall aim of this Internal Audit Service contract is to appoint a suitably skilled and experience Supplier to provide independent, objective assurance and advisory services that will help Social Care Wales improve its operations, governance, risk management, and internal controls.

The key objectives of this contract are focused on assurance, risk management and the three lines of defence, and value enhancement:

- **Independent Assurance on Internal Controls:** To provide confidence that financial controls, compliance, and governance processes are effective.
- **Risk Identification & Mitigation:** To support the identification of financial, operational and strategic risks while ensuring that effective controls are in place to mitigate them and enable the achievement of organisational objectives.
- **Compliance & Regulatory Adherence:** To ensure alignment with laws, policies, and sector-specific regulations to prevent legal or reputational risks. This includes compliance with [Managing Welsh Public Money](#) and any other relevant and Welsh Government and UK Treasury guidance.
- **Fraud Prevention & Detection:** To identify weaknesses that could lead to fraud, loss, corruption, or financial irregularities through systematic reviews and testing controls, providing recommendations for safeguarding assets.
- **Strategic Decision Support:** To offer insights that assist leadership in making informed governance and financial strategy decisions.
- **Efficiency, Process Improvement & Value for Money:** To highlight inefficiencies, recommend operational enhancements, and benchmark against relevant external standards.

In line with our Model Governance Framework with the Welsh Government we must also establish and maintain arrangements for internal audit in accordance with the objectives, standards and practices described in HM Treasury's Public Sector Internal Audit Standards; <https://www.gov.uk/government/publications/public-sector-internal-audit-standards>

2.4 What is Required / 'The Requirements'

We're committed to making sure our internal audit function operates at the highest professional standards, providing robust, independent, and objective assurance to support effective governance, risk management, and internal control.

2.4.1 Internal Audit Programme

The Supplier will be expected to plan and deliver the internal audit programme to provide assurance opinions on the following areas of organisational activity:

- Governance arrangements
- Legal and regulatory compliance
- Board Assurance Framework and Risk Management
- Data Protection and Information Management

- Financial Controls environment
- Grants' management, student funding and accreditation
- Human Resources management
- Workforce Regulation
- Complaints
- Programme and Project Management
- Improvement and Development Services activities
- Business Continuity and resilience
- Environmental (including decarbonisation) responsibilities
- Communications, marketing and partnership working
- Service standards

The programme must be underpinned by a rolling three-year Internal Audit Strategy and Plan, developed and updated annually, and aligned with strategic risks, prior audit outcomes, and organisational priorities. A draft plan must be presented each December, with the final plan approved each March by the Audit and Risk Committee.

The Supplier will appoint a Head of Internal Audit who must ensure that appropriate assurance can be provided on the effectiveness of controls operated by contractors or service providers, where those controls are critical to the achievement of our objectives.

The Supplier must also be capable of delivering:

- Advisory audits in areas undergoing transformation or change management.
- Deep dive reviews commissioned by the Audit and Risk Committee in response to performance or governance concerns.

Follow-up reviews to confirm implementation of recommendations and update assurance ratings.

Provision must be made for contingency audits to accommodate emerging risks or unforeseen priorities.

2.4.2 Required Audit Standards

The Supplier must demonstrate full and continuous compliance with the following:

- The new Global Internal Audit Standards (GIAS) introduced as of 1 April 2025 for the UK Public Sector, including both mandatory elements and strong recommendations.
- The International Professional Practices Framework (IPPF) of the Institute of Internal Auditors (IIA).
- The IIA's Code of Ethics: Integrity, Objectivity, Confidentiality, and Competency.
- Generally Accepted Auditing Standards (GAAS), where relevant.
- The CIPFA Statement on the Role of the Head of Internal Audit.

The Supplier must produce and maintain an Internal Audit Charter, reviewed annually and approved by the Accounting Officer and Audit and Risk Committee.

2.4.3 Service Delivery and Methodology

The Supplier must ensure compliance with the mandatory standards and best practices outlined above. This includes:

- **Independence and objectivity:** Clear structures to ensure audit personnel remain independent of the activities they audit.
- **Proficiency and due professional care:** All personnel must possess appropriate qualifications, experience, and CPD, supported by robust quality control and supervisory review processes.
- **Risk-based planning:** Annual audit plans must be based on comprehensive risk assessments aligned with strategic objectives and key risks.
- **Nature of work:** Assurance must cover governance, risk management, control processes, performance auditing, value for money, and fraud prevention/detection.
- **Communication and reporting:** Each audit must result in a written report including scope, strategic risk linkage, assurance opinion, executive summary, findings, recommendations, and management responses. Reports must be timely and support scrutiny by the Accounting Officer and Audit and Risk Committee.
- **Annual Internal Audit Report:** Delivered each March, providing a cumulative opinion on governance, risk, and control, summary of audit work, QAIP results, and performance against KPIs on a quarterly basis as part of our contract management.

2.4.4 Quality Assurance and Improvement Programme (QAIP)

Suppliers must demonstrate a robust and ongoing QAIP covering all aspects of internal audit activity. This must include:

- Internal and external assessments (external at least once every five years).
- Annual reporting of QAIP results within the Annual Internal Audit Report.
- Evidence of continuous improvement aligned with professional standards.

2.4.5 Scope Limitations and Contingency Planning

If the Head of Internal Audit considers that the level of audit resources or the terms of reference limit the scope of internal audit, or prejudice the ability of internal audit to deliver a service consistent with the definition of internal auditing, they must formally advise the Accounting Officer, outlining the implications for assurance and risk.

The audit plan must be kept under review and include a defined contingency allocation to accommodate emerging audit needs. The Supplier must also support ongoing identification and communication of emerging governance and risk issues.

The audit plan must be kept under continuous review to reflect changing priorities and emerging audit needs. The Supplier must demonstrate a proactive approach to risk horizon scanning, including the identification and communication of emerging governance and risk issues throughout the year.

Provision must be made for a defined contingency allocation within the audit plan to accommodate assignments that could not have been reasonably foreseen at the time of planning. This ensures the internal audit function remains responsive and relevant in a dynamic operating environment.

2.4.6 Fraud

If fraud is suspected or detected, decisions to involve external agencies will follow our Anti-Fraud, Bribery and Corruption Policy. The Head of Internal Audit will be informed of all suspected or detected fraud and must recommend to Social Care Wales further investigation or governance improvements. Audit reports must include findings relevant to fraud risk and control weaknesses.

2.4.7 Governance, Planning & Engagement

The internal audit function is accountable to the Accounting Officer and the Audit and Risk Committee. Day to day management of the internal audit service will be overseen by Director of Finance, Partnerships and Corporate Services.

For each audit assignment, the Supplier must prepare a detailed audit plan in consultation with the Director of Finance, Partnerships and Corporate Services and the relevant Assistant Director of the business area. Each plan must include:

- The scope, objectives and timing of the audit work.
- Allocation of internal audit resources, including targets and timescales aligned with Audit and Risk Committee reporting cycles.
- Identification of Social Care Wales personnel to be involved in the audit.
- Specification of information and/or data requirements.
- A clear schedule for fieldwork and reporting.
- Confirmation of recipients of audit findings, noting that all findings may be disclosed to the Accounting Officer.

Audit assignments must be agreed at least quarterly in advance with the Director of Finance, Partnerships and Corporate Services and the relevant Assistant Director. Agreements must be formally recorded. If any material objections to the assignment plan cannot be resolved through negotiation, the matter must be referred to the Accounting Officer for resolution.

2.4.7(a) Training Requirements – added value

The Supplier may be expected to provide training sessions for Social Care Wales staff, Board members, and Audit and Risk Committee members as part of the contract. Training would focus on governance, risk management, internal control, and emerging issues relevant to the organisation's operating environment. Sessions would be tailored to the needs of different audiences (e.g., strategic vs operational) and delivered in accessible formats, using clear language and practical examples. Training may include workshops, webinars, or briefing papers and should support capacity building and knowledge transfer to strengthen internal assurance and risk maturity. The Supplier should also be prepared to deliver ad hoc topical briefings on

new developments in auditing, regulatory compliance, and fraud prevention as and when required.

2.4.7 (b) Written Briefings, Webinars and Sharing Insights and Updates – added value

The Supplier will be expected to provide periodic written briefings that deliver added value beyond core audit reports. These briefings should offer timely insights on emerging governance, risk, and compliance issues, as well as developments in auditing standards, regulatory changes, and fraud prevention practices. They should be concise, practical, and tailored to Social Care Wales's operating environment, enabling senior leaders and the Audit and Risk Committee to anticipate risks and respond proactively. The purpose of these briefings is to strengthen organisational resilience, support informed decision-making, and enhance the maturity of our assurance framework by sharing sector intelligence and best practice trends.

2.4.8 Access & Confidentiality

The Supplier will be granted unrestricted access to all Social Care Wales records, assets, personnel, and premises necessary to fulfil audit responsibilities. All information obtained during audit work is considered official-sensitive and must not be disclosed to third parties without prior written consent from Social Care Wales.

2.4.9 Remote Working

Social Care Wales operates a hybrid working policy, with most staff working remotely and audit activity conducted online.

The Supplier must clearly outline their approach to conducting audits in a remote environment, including digital engagement methods, secure data handling, and communication protocols.

2.4.10 Location

The format of each audit will depend on its specific requirements; however, it is anticipated that audits will be conducted virtually. Over the past five years (2020-2025), all audits have been conducted virtually. Suppliers would be responsible for incurring any travel and subsistence costs incurred as part of their work with us.

The supplier will however be required to attend the annual Board and Audit & Risk Committee meetings in person. There will be held at Social Care Wales's Cardiff office: Southgate House, Wood Street, Cardiff, CF10 1EW.

2.4.11 Excluded Requirements

Cyber and information security assurance areas are excluded from this contract and covered by specialist providers. Relevant scopes and reports will be made available to the successful Supplier.

2.5 Data Protection and Information Governance Requirements

Suppliers need to be registered with the Information Commissioner's Office.

2.6 Bilingual Requirements

While it is not a mandatory requirement of this contract, it would be desirable for the Supplier to have Welsh-speaking team members available during fieldwork and staff engagement activities. This would support our commitment to the Welsh language and ensure inclusive communication with Welsh-speaking staff where appropriate; however Social Care Wales can support where the provision is not possible.

All Audit and Risk Committee meetings will be conducted in English only. All reports provided would be produced in English only.

2.7 Accessibility Requirements

All audit reports, presentations, and documentation must be provided in accessible formats (e.g., screen reader-compatible PDFs, use of plain English, appropriate font sizes and contrast).

Any digital tools, dashboards, or portals used by the Supplier must comply with WCAG 2.2 AA standards.

The Supplier must demonstrate inclusive communication practices, including the ability to provide alternative formats (e.g., large print, Easy Read) and communication support (e.g., BSL interpreters) if required.

The Supplier must have policies and training in place to ensure their staff are aware of and sensitive to EDI principles, particularly when engaging with teams.

2.8 Outputs / Timeline

The successful Supplier will be required to deliver the following outputs:

2.8.1 Internal Audit Charter

- **Output:** Draft and agree an Internal Audit Charter.
- **Timeline:** At contract commencement; reviewed annually.
- **Standards:** Must align with Global Internal Audit Standards (GIAS) best practice.
- **Approval:** By the Accounting Officer and Audit and Risk Committee.

2.8.2 Internal Audit Strategy:

- **Output:** A rolling three-year Internal Audit Strategy.
- **Timeline:** Developed and updated annually.
- **Purpose:** To provide a systematic, prioritised evaluation of risk management, control, and governance effectiveness.

2.8.3 Internal Audit Plan

- **Output:** A risk-based, three-year rolling Internal Audit Plan.
- **Timeline:**
 - Initial Plan: At contract commencement.
 - Draft Plan: Presented at each December Audit and Risk Committee meeting.
 - Final Plan: Approved at each March Audit and Risk Committee meeting.
- **Content:** Must reflect strategic context, risks, prior audit outcomes, contingency plans, and organisational priorities.

2.8.4 Audit Assignment Planning

- **Output:** A detailed audit plan for each assignment.
- **Content:**
 - Scope, objectives, timing, and resource allocation.
 - Targets and timescales aligned with Audit and Risk Committee reporting.
 - Identification of Social Care Wales personnel involved.
 - Data and information requirements.
 - Disclosure arrangements for findings.
- **Timeline:** Agreed quarterly in advance with the Director of Finance, Partnerships and Corporate Services and relevant Assistant Director.
- **Escalation:** Material objections referred to the Accounting Officer.

2.8.5 Resource Planning

- **Output:** Defined resource and skills mix required to deliver the strategy.
- **Timeline:** Included in the Internal Audit Strategy.

2.8.6 Audit Programme Delivery

- **Output:** Annual audit programme.
- **Timeline:** Delivered throughout the financial year (ending 31 March), with audits evenly scheduled.
- **Performance:** Must meet agreed fieldwork and reporting KPIs.

2.8.7 Remote Audit Delivery Approach

- **Output:** A documented approach to conducting audits in a hybrid/remote working environment.
- **Content:**
 - Digital engagement methods.
 - Secure data handling protocols.
 - Communication and collaboration tools.
- **Purpose:** Ensure effective delivery of audit assignments in line with Social Care Wales's hybrid working policy.

2.8.8 Audit Reports

- **Output** A written report for each audit review.
- **Format:**
 - Audit scope summary.
 - Link to strategic risks.
 - Assurance opinion (Substantial, Reasonable, Moderate, Limited).
 - Executive summary with:
 - Overall assurance level.
 - Strengths and weaknesses.
 - Detailed findings, recommendations, management responses, timelines, and responsible officers.
 - Observations for improvement and value for money.
 - Where relevant, identification of potential fraud risks, control weaknesses, or irregularities.
- **Purpose:** To support the Accounting Officer and Audit and Risk Committee in assurance and scrutiny.

2.8.9 Follow-Up Reviews

- **Output:** Follow-up audits on previous findings.
- **Purpose:** Confirm implementation of recommendations and update assurance ratings.

2.8.10 Advisory Audits

- **Output:** Advisory reports or in-depth reviews.
- **Trigger:** Joint agreement between Social Care Wales and Internal Audit management.
- **Use Case:** Areas undergoing transformation or change management.

2.8.11 Deep Dives

- **Output:** In-depth reviews commissioned by the Audit and Risk Committee.
- **Purpose:** Detailed examination of specific areas in response to performance or governance concerns.

2.8.12 Annual Internal Audit Report

- **Output:** Annual report each March.
- **Content:**
 - Overall opinion on governance, risk, and control.
 - Summary of audit work and reliance on other assurance bodies.
 - Issues relevant to the Governance Statement.
 - Comparison of planned vs. actual work.
 - Performance against KPIs.
 - QAIP results and compliance with standards.
- **Note:** The opinion must be cumulative and positively framed, not limited to audits conducted in the year.

2.8.13 Topical Briefings – as and when relevant

- **Output:** Periodic written briefings.
- **Content:** Updates on relevant accounting, auditing, and risk management issues as and when new emerging and/or relevant matters emerge.

2.8.14 Training – as and when relevant and would be discussed prior to agreement

- **Output:** Training sessions for Board, Audit and Risk Committee members, and staff.
- **Topics:** Governance, risk management, and internal control.

2.8.15 Emerging issues

- **Output:** Ongoing identification and communication of emerging governance and risk issues.
- **Purpose:** Support continuous risk horizon scanning and proactive management.

2.9 Key Performance Indicators (KPIs)

The inclusion of Key Performance Indicators (KPIs) throughout the contract is essential to monitor and evaluate the effectiveness and efficiency of the internal audit service. As all audit reports are reviewed by the Audit and Risk Committee, it is critical that audit assignments are delivered within agreed timescales to support timely scrutiny and assurance. The following performance measures are proposed to ensure consistent and reliable delivery.

The Supplier will report on KPIs within the annual internal audit report and provide an update to our Contract Manager during quarterly contract meetings.

Phase	Supplier Responsibilities	Social Care Wales Responsibilities
Assignment Planning	• Hold planning meetings with the relevant lead officer at least 30 days prior to the audit start date • Issue a draft Terms of Reference (ToR) within 7 days of the planning meeting. • Agree the ToR within 7 days of submission	• Attend planning meetings on the agreed date. • Agree the ToR within 7 days of receipt. • Distribute the agreed ToR and arrange initial meetings with key stakeholders.
Fieldwork	• Complete fieldwork in accordance with the ToR and within the agreed timeframe. • Conduct a close-out meeting on the agreed date.	• Ensure all requested information is available at the start of the audit and provided before the close-out. • Facilitate attendance at the close-out meeting.
Reporting	• Submit draft report to key contacts within 14 days of the	• Provide agreed actions, owners, and timescales within

	- close-out meeting. - Submit final draft to the Social Care Wales lead officer within 7 days of receiving comments. - Finalise the report within 14 days of submission.	14 days of receiving the draft report. - Contract Manager to review and finalise the report within 14 days of submission.
Meeting Attendance	- Attend all Audit and Risk Committee meetings (typically 5 per year: 4 routine and 1 statutory accounts). - Attend one annual public Board Meeting. - Participate in quarterly review meetings with the Director of Finance, Partnerships and Corporate Services.	- Attend all Audit and Risk Committee meetings (typically 5 per year: 4 routine and 1 statutory accounts). - Attend one annual public Board Meeting. - Participate in quarterly review meetings with the Director of Finance, Partnerships and Corporate Services.
External Audit Liaison	Meet with External Auditors to coordinate scope of work and provide access to relevant internal audit documentation.	
General Communication Standards	- Respond to telephone calls by the end of the next working day. - Respond to emails by the end of the second working day. - Respond to letters within 7 calendar days.	- Respond to telephone calls by the end of the next working day. - Respond to emails by the end of the second working day. - Respond to letters within 7 calendar days.

2.10 Preliminary Market Engagement

The following preliminary market engagement has taken place in relation to this requirement, prior to the publication of the Tender Notice:

Sell2Wales UK2 Notice ID - NOV558561

Remote via MS Teams at 11:15 on Tuesday 11 November 2025.

The outcome of the preliminary market engagement was to run through the requirements and to hold a question and answer session. The information can be found here:

[Preliminary Market Engagement Session - 11 November 2025.docx](#)

Section 3 – Procurement Process: Key Stages

To ensure all Suppliers receive equal and fair consideration, it is essential that responses are provided in the specified format and order. Suppliers should carefully follow all instructions and include all requested information.

If there is any uncertainty about what is required or difficulty in providing the requested information, Suppliers should refer to the clarification process outlined in Section 3.3 and seek guidance accordingly.

3.1 Procurement Process Timetable

The target timetable for the procurement process is as follows:

	Milestone	Date
1	Publish Tender Notice and Tender Documents on Sell2Wales	25 November 2025
2	Clarification Portal Live on Sell2Wales	15 December 2025
3	Tender Submission Deadline	22 December 2025, 12pm (noon)
4	Assessment of WPSQs	22 & 23 December 2025
5	Individual Stakeholder Tender Evaluation	23 December 2025 – 9 January 2026
6	Stakeholder Consensus Tender Evaluation	w/c 12 January 2026
7	Preferred Supplier Selection, Internal Reporting / Sign-Off	Est 26 January - 6 February 2026
8	Notify Suppliers, and Issue Supplier Assessment Summaries	w/c 9 February 2026
9	Publication of Contract Award Notice (CAN) via Sell2Wales	w/c 9 February 2026
10	Standstill Period	Est ending within w/c 16 February 2026
11	Contract Award via Sell2Wales	w/c 23 February 2026
12	Contract Mobilisation	1 April 2026

Please note that Social Care Wales reserves the right, in its absolute discretion, to amend the timeline or extend any period in connection with the procurement process. All Supplier will be notified simultaneously of any changes to the timeline.

3.2 Invitation to Tender

Tender Notice and associated tender documents will be published via Sell2Wales. Interested Suppliers must submit an electronic response to all necessary tender documents in line with the requirements outlined in section 3.4.

Should there be any system issues, the Sell2Wales technical helpline is 0800 222 9004.

3.3 Clarifications

This Tender is issued on an equal basis to all Suppliers. Social Care Wales will not engage in individual discussion regarding to the Requirements, other than to respond to general clarification queries.

All requests for clarification or additional information must be submitted via the Question and Answer (Q&A) portal on Sell2Wales. The portal will be live between the dates outlined in the procurement process timeline (3.1). Following the portal closing date no further clarifications may be raised.

Social Care Wales endeavour to answer all questions as quickly as possible but cannot guarantee a specific response time.

Please note that all questions submitted via the Q&A portal on Sell2Wales will be considered as non-commercially sensitive. In accordance with the systems functionality, responses will be published anonymously on the portal and made available for all interested parties.

If a Supplier believes that a clarification request contains commercially sensitive information, or could provide a competitive advantage to other Suppliers, the query should be submitted directly to procurement@socialcare.wales clearly marked as 'In Confidence – Not to be Circulated to Other Suppliers'. The Supplier must provide a rationale for requesting non-disclosure.

If Social Care Wales determines that the information does not reasonably qualify as commercially sensitive, the Supplier will be notified. The Supplier may then choose to either:

- Withdraw the query, or
- Resubmit the clarification via the Q&A portal on Sell2Wales.

3.4 Tender Submission

3.4a Tender Submission Deadline

Suppliers must provide an electronic tender response by submitting a full proposal via Sell2Wales by the deadline outlined in the procurement process timeline (3.1)

A full proposal consists of completion and submission of:

Appendix 1 – The Wales Procurement Specific Questionnaire (WPSQ)

Appendix 2 – Quality Response

3.4b Tender Submission Process

Suppliers must submit their tender response in line with the following guidance.

Submission Format:

- Submissions must be provided directly within the Appendix Templates (1, 2, 3 & 6)
- Submissions must be provided in the existing template formats (Word & Excel – not PDF)
- Do not submit general marketing or promotional materials, full CVs, or any documents that are not directly relevant to the ITT.
- Do not attach additional documents (unless explicitly requested within the Quality Question), as they will not be accepted or scored
- Suppliers are required to adhere strictly to the word count limits specified in the Evaluation Criteria (4.1).
- Any information provided in excess of the stated word limits will not be considered
- Word counts include all text entered in the response fields, except for in-text diagrams, graphics, citations, and footnotes. However, any text within these elements should be kept brief and used only to support the main response — not to bypass the word count limit.
- Suppliers must clearly label word counts at the end of each response (e.g., "Word count: 489/500").
- Submissions must only be submitted electronically via Sell2Wales. Hard copies will not be accepted.

Language:

- Tender submissions may be made in **either Welsh or English**.

Supplier Responsibility:

- Whilst every effort has been made to give an accurate description of the requirements set out in this ITT, Suppliers are responsible for their own conclusions regarding the methods and resources needed to meet these requirements.
- Suppliers must not assume that Social Care Wales has prior knowledge of their organisation or service provision, even if they have previously worked with Social Care Wales on a current or previous contracts.
- Evaluations will be based solely on the information provided in the Supplier's response.

3.5 Conditions of Participation Stage

As part of their tender submission Suppliers must complete a Wales Procurement Specific Questionnaire (WPSQ). The WPSQ is a standardised pre-qualification questionnaire which outlines the Conditions of Participation that Suppliers must meet to be eligible to participate in the procurement process.

This stage of the process ensures that all Suppliers proceeding to bid can fulfil the contract's obligations in line with the Procurement Act 2023, the Welsh Procurement Policy Statement, and Social Care Wales' expectations.

Following the tender submission deadline the Procurement Team will assess WPSQ responses. Failure to meet any of the mandatory conditions within the WPSQ will result in disqualification from the procurement process.

3.6 Tender Evaluation

Suppliers who successfully pass the WPSQ stage will progress to the tender evaluation phase, which will be carried out by a designated stakeholder evaluation panel. This panel will always consist of a minimum of three members, selected on a case-by-case basis to ensure their roles and expertise are relevant to the specific contract requirements. Panel members may be drawn from both within and outside of Social Care Wales.

3.6a Individual Stakeholder Evaluation

Each stakeholder will independently review all submitted tenders based on the predefined evaluation criteria (see section 4). This process will ensure that every stakeholder has an opportunity to assess each proposal from their perspective, considering relevant technical, financial, and strategic factors. The individual assessments will then be compiled for further discussion and consensus.

3.6b Stakeholder Consensus Evaluation Meeting

Following the individual evaluations, a group consensus meeting will be held to discuss and align the individual assessments of all stakeholders. The aim of this meeting is to reach a consensus on the overall ranking of the tenders, ensuring that all perspectives are considered, and that the final evaluation is fair and balanced. This collaborative process will ensure transparency and equal consideration for all Suppliers.

3.7 Award Stage

3.7a Assessment Summaries

Once a preferred Supplier is identified, all Suppliers that submitted a tender will be notified of the tender outcome via an Assessment Summary. Each Assessment Summary will provide information to enable each Supplier to understand why its individual tender submission was either successful or unsuccessful. They will receive feedback on their score against each award criterion and the reasons why the tender was not given the score immediately above (except where the highest score was achieved) along with their overall total score.

Unsuccessful Suppliers will also receive an explanation of why the tender was unsuccessful along with a copy of the above information provided to the most advantageous tender and therefore successful Supplier (redacted for confidentiality where required)

Assessment Summaries will be provided at the same time to all Suppliers.

3.7b Contract Award Notice (CAN)

Once a preferred Supplier is identified a Contract Award Notice (CAN) will also be published on Sell2Wales. The CAN will provide information to the market **before** a contract is awarded and only once the tenderers have been provided with their assessment summaries. Publication of the CAN will commence the standstill period.

3.7c Standstill Period

Once a preferred Supplier is identified, an eight working-day Standstill Period will be observed. The standstill period provides an opportunity for any Suppliers to raise concerns or request further clarification before the final contract award is made. This is a mandatory period to ensure fairness and transparency in the process.

3.8 Contract Mobilisation Stage

Upon the conclusion of the standstill period and after any necessary clarifications or challenges have been addressed, the contract will be officially awarded. A Contract Details Notice will be published on Sell2Wales, and all participating Suppliers will be notified accordingly. Once the contract award is confirmed, the Supplier will begin the process of contract mobilisation. This stage will include an inception meeting allowing contract managers / project leads to meet and commence the delivery of services as outlined in the contract. Social Care Wales and the Supplier will work collaboratively to ensure smooth and timely contract commencement.

Section 4 – Evaluation Stages and Award Criteria

4.1 Compliance Check

Following receipt of tenders, Social Care Wales will undertake an overall compliance check to ensure that the tenders comply with the instructions or procedural requirements set out in the Tender Notice and/or associated procurement documents. Tenders which fail to comply with the instructions or procedural requirements may be determined by Social Care Wales to be non-compliant and therefore rejected.

Social Care Wales may also disregard a tender response that contains:

- a) any caveats or any other statements or assumptions qualifying the supplier's Tender Response that are not capable of assessment in accordance with the assessment methodology; or seeks to qualify the requirements in any way.
- b) Gaps, omissions, misrepresentations, error, uncompleted sections, or changes to the format of the tender documentation provided.

4.2 Wales Procurement Specific Questionnaire (WPSQ)

4.2(a) Preliminary questions

Suppliers will be required to provide a response to all the preliminary questions including indicating which lots they are bidding for, if relevant. Where the requirement is divided into lots, Suppliers who fail to indicate which lots they are bidding for or who do not comply with the instructions as to how to bid in respect of the Lots, may be determined by Social Care Wales to be non-compliant and therefore excluded from the procurement.

4.2(b) Core Supplier Information

Suppliers will be required to be registered on the Central Digital Platform and to provide core information in relation to their own organisation and their connected persons, as well as that of any associated persons or sub-contractors which they are relying on to satisfy the conditions of participation. Social Care Wales may disregard a tender response where the Supplier fails to provide the relevant information from the Central Digital Platform in the PDF file format requested.

Social Care Wales may also disregard a tender response from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the contract to a Supplier that is not a United Kingdom supplier or a treaty state Supplier.

4.2(c) Exclusions and Debarment

Once the initial compliance check has been carried out, Social Care Wales will confirm that neither the Supplier nor any related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors are listed in the Cabinet Office debarment list. To the extent that any such entities are

listed on the debarment list, Social Care Wales will consider whether to exclude the Supplier from participating in the procurement in accordance with its obligations under the Procurement Act 2023.

Social Care Wales will also consider, in respect of each Supplier that submitted a tender, whether the Supplier or any related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors, are excluded or excludable Suppliers and will consider whether to disregard the tender submitted in accordance with its obligations under the Procurement Act 2023. If the Supplier is an excluded or excludable Supplier only by virtue of an associated person or proposed sub-contractor, Social Care Wales will notify the Supplier of its intention to disregard its tender response and provide the Supplier with reasonable opportunity to replace the associated person or sub-contractor. If as a consequence of this process Social Care Wales disregards a tender response from an excluded or excludable Supplier or is aware of an associated person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).

4.3 Conditions of Participation

Suppliers must meet all Conditions of Participation to proceed to the next stage of the evaluation process. These conditions are considered mandatory eligibility criteria and will be assessed on a pass/fail basis.

Failure to meet any of the Conditions of Participation, or to provide sufficient evidence when requested, will result in the Supplier being disqualified from further consideration in this procurement process.

An explanation of the assessment of the conditions of participation is included in Appendix 1.

4.4 Tenders

In accordance with the evaluation criteria for this project, tenders will be evaluated based on the most advantageous tender (MAT) model.

Tenders will be evaluated following the award criteria and weights outlined below, producing a total score of maximum 100 points.

Tenders will be evaluated using the scoring methodologies outlined for the specific questions and/or sections detailed in Section 4.

IMPORTANT:

- Scoring a zero in relation to any scored question = Fail, resulting in disqualification
- Failure to provide a response to any of the scored questions will register a zero score = Fail, resulting in disqualification of the Supplier from the evaluation process.

4.4a Evaluation Criteria

In accordance with the evaluation criteria for this tender, submissions will be evaluated using the MAT model.

The overall award criteria are weighted:

- 70% Quality
- 10% Social Value
- 20% Financial, broken down as follows:

	Word Count	Weighting
Quality – Using Appendix 2		70%
Q1 The Team - Provide details of the proposed internal audit team, including: • a summary profile for the Head of Internal Audit along with all other key personnel, highlighting relevant qualifications, experience, each person's role in this contract including specialist team member roles • your approach to team member CPD giving relevant examples to the delivery of this contract. • any Welsh language capabilities (desirable). • continuity of service arrangements	800 words	10%
Q2 Strategic Approach – Describe your approach to developing and maintaining an Internal Audit Charter, Strategy, and Plan. Provide a sample Audit Charter How will you ensure alignment with the Global Internal Audit Standards (GIAS) and other relevant frameworks?	1,500 words	20%
Q3 Planning & Delivery – Describe your methodology for planning and delivering internal audit assignments, including how you will engage with Social Care Wales stakeholders, manage timelines, and ensure fieldwork and reporting are completed within agreed timescales. Explain how you will meet the performance measures outlined in the specification and incorporate	1,500 words	20%

contingency planning to respond to emerging risks throughout the contract period.		
Q4 Communication & Reporting - Describe your approach to producing audit reports and communicating findings. Provide examples of how your reports have supported scrutiny and assurance in similar organisations Provide your report template as part of your response	1,500 words	20%
Q5. Quality Assurance and Continuous Improvement - Explain your Quality Assurance and Improvement Programme (QAIP). How will you demonstrate continuous improvement and report QAIP outcomes annually?	1,000 words	15%
Q6 Organisational Values - Describe how your organisation will ensure that the internal audit service is delivered in a way that reflects and supports Social Care Wales's vision, strategic outcomes, and values. Please include how you would manage any complaints about the Internal Audit service.	1,000 words	15%
Social & Value Adding Services – Using Appendix 2		10%
Q7 Social & Value Adding Services - Describe the training, advisory services, and social value your organisation will deliver as part of this contract. To help your response, please consider the following (but not limited to): • the types of training sessions, topical briefings, and advisory support you will offer to enhance Social Care Wales's governance, risk management, and internal control maturity. • how these activities will be tailored to the needs of Social Care Wales, including support for areas undergoing transformation or change. • your approach to delivering social value, including how your services will contribute to the the Well-being of Future Generations Act goals (e.g., supporting local communities, promoting sustainability, offering inclusive engagement). • any commitments to capacity building, knowledge transfer, or staff development within Social Care Wales.	800 words	100%

how you will measure and report on the impact of these activities throughout the contract period.		
Financial – using Appendix 3		20%
Suppliers must provide a total fixed price for delivering the core internal audit service as outlined in the specification. This price should be based on the indicative allocation of 50 audit days across all auditor grades and must include: - Daily rates and estimated number of days for team members - Breakdown of costs by milestone, activity or Workstream - Travel and subsistence - Any other overheads		15%
In addition, suppliers must submit a rate card (detailing daily rates for each auditor grade. This will be used to inform any potential ad hoc audit assignments outside the agreed scope of the contract. The rate card will not form part of the core contract pricing but may be used to support future procurement decisions or contract variations. Only the role of Auditor will be evaluated, and all other roles listed are for information only.		5%
Total		100%

4.4b Scoring Methodology

Quality and Social Value responses, will be assessed using the scoring methodology outlined in the scoring matrix below.

Risk Level	Rating	Quality Question Evidence Assessment Description	Score
Minimal or No Risk	Excellent (Fully compliant, with some areas exceeding requirements)	Submission sets out a robust solution and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the Social Care Wales; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described	5

Low Risk	Very Good (Meets All Requirements)	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements	4
Moderate Risk	Good (Meets Most Requirements)	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements	3
High Risk	Poor (Partially Meets Requirements)	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the bidder will be able to provide the services and/or some reservations as to the bidder's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements	2
Severe Risk	Very Poor (Fails to Meet Most Requirements)	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the bidder will be able to provide the services and/or considerable reservations as to the bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.	1
Critical Risk	Fail (Does Not Meet Any Requirements)	No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.	0

4.4c Quality Scoring Method

Each question in the Quality Response is assigned a specific weight. These weightings are indicated next to the relevant question in the Evaluation Criteria table within section 4.4a.

The weighted score for each question is calculated using the following formula:
 $\text{Weighted Score} = (\text{Score} \times \text{Weight}) / 5.$

After scoring each question, the weighted scores are added together to give a Quality Score. The maximum possible Quality Score is 100.

The final Total Weighted Quality Score is then calculated using this formula:
 $\text{Total Weighted Score} = (\text{Supplier Quality Score} \times \text{Overall Quality Weighting}) / 100.$

4.4d Social Value Scoring Method

Each question in the Social Value Response is assigned a specific weight. These weightings are indicated next to the relevant question in the Evaluation Criteria table within section 4.4a.

The weighted score for each question is calculated using the following formula:
 $\text{Weighted Score} = (\text{Score} \times \text{Weight}) / 5.$

After scoring each question, the weighted scores are added together to give a Social Value Score. The maximum possible Social Value Score is 100.

The final Total Weighted Social Value Score is then calculated using this formula:
 $\text{Total Weighted Score} = (\text{Supplier Social Value Score} \times \text{Overall Social Value Weighting}) / 100.$

Suppliers will be evaluated on their commitment to delivering positive social, economic, and environmental outcomes through the delivery of the contract and beyond the core project requirements. This includes factors such as community engagement, sustainability practices, diversity and inclusion, local job creation, and environmental impact reduction.

Note – In providing a response to the Social Value questions, Suppliers are advised to consider The Well-being of Future Generations (Wales) Act 2015 and the Social Partnership and Public Procurement (Wales) (SPPP) Act 2023.

4.4e Financial Scoring Method

Tenders are ranked based on the total cost submitted, with the lowest cost offer receiving the maximum score of 100.

All other tender's total costs are then calculated against the lowest cost offer received using the following formula:

$\text{Financial Score} = (\text{Lowest Cost} / \text{Your Cost}) \times 100$

The final Total Weighted Financial Score is calculated using the formula:
Total Weighted Financial Score = (Supplier Cost Score x Overall Cost Weighting) / 100

4.5 Final Combined Score

The weighted scores resulting from (4.2c) Quality (4.2d) Social Value and (4.2e) Financial evaluations will be combined to provide a final weighted overall score against which tenderers will be ranked.

Section 5 – How we work

5.1 Welsh Language

Social Care Wales is a bilingual organisation and is with the Welsh Language Measure (Wales) 2011 Standards. In responding to the Tender, Suppliers should consider how their services would support the bilingual ethos of the organisation and compliance with Scheme and Standards.

It is desirable for the Supplier to carry out any engagement activity bilingually. It is crucial that you do not treat Welsh language materials any less favourably than you treat the English language versions.

Social Care Wales will manage arrangements and associated costs related to the translation of written deliverables, such as reports.

All translations must be completed by a professional English to/from Welsh translator who is a member of Cymdeithas Cyfieithwyr Cymru. Suppliers can use the Association's website to search for translators contact details - [Homepage \(cyfieithwyr.cymru\)](http://cyfieithwyr.cymru). Social Care Wales reserve the right to have translations reworked at the Supplier's expense if the Cymdeithas Cyfieithwyr Cymru standards are not met.

5.2 Tone of voice

Social Care Wales has a defined tone of voice– one that is clear, easy to understand and easy to engage with – which has been developed in line with our values and personality. This helps us to be consistent in the way we communicate with all audiences, irrespective of their backgrounds and their prior understanding of us and the work we do. All materials produced will need to use our tone of voice, plain English and Cymraeg Clir.

We reserve the right to ask you to re-write/amend the work to make sure it adheres to our tone of voice. Please see Appendix 4 for further details.

5.3 Branding

Social Care Wales has a strong brand identity, and this should apply to all materials produced within the project. We expect all materials produced to have a consistent look and feel developed within our brand guidelines. It is important that anyone using them recognise that they are part of a suite of materials. Please see Appendix 5 for further details

5.4 Data protection

Social Care Wales (data controller) requires you as the contractor (data processor) to:

- only act on the written instructions of the controller.
- ensure that people processing the data are subject to a duty of confidence.

- take appropriate measures to ensure the security of processing.
- only engage sub-processors with the prior consent of the controller and under a written contract.
- assist the controller in providing subject access and allowing data subjects to exercise their rights under the GDPR.
- assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.
- delete or return all personal data to the controller as requested at the end of the contract, and
- submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

In addition to its contractual obligations to the controller, under the GDPR a processor also has the following direct responsibilities:

- not to use a sub-processor without the prior written authorisation of the data controller.
- to co-operate with supervisory authorities (such as the ICO).
- to ensure the security of its processing.
- to keep records of processing activities.
- to notify any personal data breaches to the data controller (by the end of the next working day to databreach@socialcare.wales).
- to employ a data protection officer, and
- to appoint (in writing) a representative within the European Union if needed.
- To hold an ICO certification, details of which must be declared within Appendix 1 – The Wales Procurement Specific Questionnaire (WPSQ).

Upon contract award the successful Supplier will be required to complete a GDPR Compliance Questionnaire.

5.5 Accessibility

Social Care Wales has to comply with Government accessibility regulations that came into force for public bodies on 23 September 2018. These are known formally as Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 ([Making your service accessible: an introduction - Service Manual - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/721411/making_your_service_accessible_-_an_introduction_-_service_manual_-_gov.uk.pdf)). Suppliers are required to show how they will ensure compliance with the accessibility regulations for any work on websites and other platforms/applications.

5.6 Equality and Modern Slavery Acts

Social Care Wales require our Suppliers to demonstrate their commitment to this legislation, by providing a current statement of your organisations policies with regard to these Acts.

- Equality Act 2010
- Modern Slavery Act 2015

5.7 Copyright / Legal ownership

In all instances, full copyright, Intellectual Property, and authorship of all outputs produced will be owned by Social Care Wales.

It is also desirable for Supplier's hold an ISO27001 certification, details of which must be declared within Appendix 1 – The Wales Procurement Specific Questionnaire (WPSQ).

5.8 Use of Artificial Intelligence (AI)

Supplier's must disclose any use of AI when responding to this tender, or as part of their proposed delivery of the service, within Appendix 1 - The Wales Procurement Specific Questionnaire (WPSQ).

5.9 Social Value

To ensure Social Care Wales maximises its impact for stakeholders through commissioning and procurement activities, we ensure we assess social value and align outcomes with the principles of the Well-Being of Future Generations (Wales) Act (2015). This approach is designed to positively contribute to the long-term well-being of Wales, promoting a more sustainable, inclusive, and prosperous future.

By adopting this approach, we not only benefit local stakeholders but also ensure that public resources are utilised efficiently to drive lasting social, economic, and environmental improvements. This enables us to deliver outcomes that support future generations and address broader societal needs, extending beyond the immediate objectives of any single contract.

Section 6 – Conditions applying to this tender

6.1 Tender submission requirements

It is important that Tender responses provide specific evidence of an ability to meet the Requirement/s. Please do not provide general organisational literature, marketing or promotional brochures and web-links as these will not be an appropriate response, will not be considered in the evaluation process, and may prove detrimental to your Tender.

Suppliers must notify Social Care Wales immediately of any change in the information submitted in your Tender response at any time during the procurement process.

Tender responses will be checked for completeness and compliance with the instructions before responses are evaluated.

Social Care Wales reserves the right to refuse to consider your Tender if the response is incomplete or is found to be inaccurate.

All Tender responses and submissions provided may form part of any subsequent agreement or contract based upon this procurement exercise.

Social Care Wales reserves the right to require some or all Suppliers to clarify and/or expand the answers contained in their Tender submissions, in writing. Requests for further information will be made in writing to Suppliers. Failure to respond promptly or adequately may result in the Supplier's disqualification from the procurement process.

6.2 Costs and expenses

Each Supplier shall be solely responsible for all the costs it incurs in the preparation and submission of its Tender, up to and including the award of the contract. This shall also cover the cost of attending any pre or post Tender meetings and/or potential interview, and should a Supplier be successful, the preparation of the contract documents.

Social Care Wales shall in no event be responsible or held liable for any such costs regardless of the conduct or outcome of the bidding process.

6.3 Right to reject Supplier responses

Social Care Wales reserves the right to reject or disqualify a Supplier where:

- The Tender response is submitted late, is completed incorrectly, is materially incomplete or fails to meet Social Care Wales' Requirements, which have been notified to Suppliers.
- The Supplier or its supply chain, sub-contractors, connected persons, or associated persons are on the Debarment List. Supplier's will be given the opportunity for self-cleaning before disqualification occurs.

- The Supplier or its supply chain, sub-contractors, connected persons, or associated persons breach any of the terms and conditions of this Tender or other documents issued by Social Care Wales, and
- There is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Supplier or its supply chain, sub-contractors, connected persons, or associated persons.

6.4 Pricing

Appendix 3 must be utilised; prices must be quoted in pounds sterling and clearly state if VAT will or will not be charged. A clear itemised breakdown of proposed costs is required.

6.5 Tender updates

Social Care Wales may issue updates, which will be identified by a number and the date. Such updates will contain details of any amendments, additions or variation to the information contained in this ITT, together with any further information, which may assist the Suppliers in the preparation of their submissions. No statements issued by Social Care Wales in relation to this or any other documents shall be deemed to form part of this tender process unless ratified by an update.

6.6 Conflict of interest

Suppliers are instructed to ensure that their potential appointment to deliver the Requirement has not and will not create any conflict of interest or any situation that might compromise or prejudice Social Care Wales' 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 Supplier must report the occurrence of an actual or potential conflict and the means for resolving it to Social Care Wales as soon as reasonably practicable.

Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of Social Care Wales may result in a Supplier being disqualified from this procurement.

6.7 Confidential information

Confidential information means all information which is supplied by Social Care Wales to a Supplier whether in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with such Supplier or which is obtained through observations made by such Supplier which is designated by Social Care Wales as confidential or which is otherwise of a confidential nature.

Each Supplier shall hold in confidence any confidential information, provided that such Supplier shall not be restricted from passing such information to its professional advisers, its potential sub-contractors (subject to obtaining appropriate confidentiality agreements from them) but only to the extent necessary to enable it to prepare its bid and participate in this procurement.

6.8 Copyright

Suppliers are reminded that the copyright to this ITT rests with Social Care Wales and its appointed advisers. 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 Social Care Wales except in relation to the preparation of a Tender. All documentation supplied by Social Care Wales in relation to this ITT is, and shall remain the property of Social Care Wales and must be returned on demand, without any copies being retained.

6.9 Canvassing

Any Supplier who directly or indirectly canvasses any member of Social Care Wales or any of its officials or representatives concerning the award of contract for the Requirement may be disqualified.

6.10 Collusive submissions

Any Supplier who:

- Fixes or adjusts its Tender rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person, or
- Communicates to any person other than Social Care Wales the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or similar activity), or
- Offers or agrees to pay or give, 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 any other tender or proposed tender any act or omission,

Will be (without prejudice to any other civil remedies available to Social Care Wales and without prejudice to any criminal liability which such conduct by a Supplier may attract) disqualified.

The Supplier warrants that its Tender 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 this section.

6.11 Publicity

No publicity regarding the procurement of the Requirement or the award of any contract will be permitted unless and until Social Care Wales has given express written consent to the relevant communication.

6.12 Social Care Wales' rights

Social Care Wales reserves the right to:

- waive the requirements of this ITT.
- disqualify any Supplier that does not submit a compliant Tender response in accordance with the instructions in this ITT.

- withdraw this ITT at any time, or to re-invite Tender responses on the same or any alternative basis, and/or
- choose not to award any contract in relation to this procurement process, and
- make whatever changes it sees fit to the timetable, structure, or content of the procurement process, depending on approvals processes or for any other reason.

6.13 Abnormally Low Tender

If Social Care Wales considers that any price proposed in the Tender to be abnormally low, before disregarding and excluding the Tender, Social Care Wales shall:

- notify the Supplier that Social Care Wales considers the price to be abnormally low; and
- give the Bidder a reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered.

If the Bidder demonstrates to Social Care Wales' satisfaction that it will be able to perform the contract for the price offered, Social Care Wales may not disregard and exclude the Tender.

6.14 Freedom of Information

Suppliers are reminded that Social Care Wales is subject to the requirements of the FOIA and the EIR. Accordingly, Social Care Wales may be required to disclose, on request, information submitted to it by Suppliers in connection with this procurement process.

Information may be exempt from disclosure under FOIA where its disclosure would be likely to prejudice the commercial interests of any person but Social Care Wales can give no assurances as to whether or not information received from Suppliers in connection with this Open Procedure process would be disclosed in response to a request made under FOIA. In the event that such a request is received by Social Care Wales, then Social Care Wales shall, in accordance with their 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, Social Care Wales shall be responsible for determining at their 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. Accordingly, Social Care Wales cannot guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed.

Where a Bidder receives a request for information under the FOIA or the EIR during the Open Procedure process, this should be immediately passed on to Social Care Wales and the Bidder should not attempt to answer the request.

6.15 Central Digital Platform

Suppliers that wish to participate in this procurement are solely responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any associated suppliers which are relevant

for the purposes of this procurement. Suppliers must notify Social Care Wales immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

6.16 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 Tender, the procurement process, and the Requirement generally and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.

Section 7 – Conditions of Participation Assessment Details

The assessment details below set out how the conditions of participation will be assessed

Preliminary questions

No	Description	Weighting	Evaluation
1	Name	N/A	This section is for information only and will not be assessed.
2	Unique Identifier		
3	Single Supplier or Consortium		
4	Debarment List		

Part 1 - Confirmation of core supplier information

No	Description	Weighting	Evaluation
5	Core Supplier Information	Pass/Fail	This question will be assessed on a pass/ fail basis. Supplier will score a Pass if they have registered on the central digital platform (CDP). Suppliers will score a Fail if they are not. Scoring a Fail will result in the tender response being excluded from the tender process

Part 2A Associated/Connected Persons

No	Description	Weighting	Evaluation
6	Associated Persons	Pass/Fail	This question will be assessed on a pass/ fail basis. The Supplier will score a Pass if the Associated/Connected Persons have registered on the central digital platform (CDP). Suppliers will score a Fail if they are not. Scoring a Fail will result in the tender response being excluded from the tender process

Part 2B List of all intended sub-contractors

No	Description	Weighting	Evaluation
7	Sub-contractors	N/A	This section is for information only and will not be assessed.

Part 3 Procurement specific questions relating to conditions of participation Financial capacity

No	Description	Weighting	Evaluation
8	Profit & Loss	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass if they can self-certify that they can provide the financial information requested. Suppliers will score a Fail if

			they indicate that they cannot provide any of the financial information requested or fail to provide it when requested by Social Care Wales as part of due diligence. Scoring a Fail will result in the tender response being excluded from the procurement process.
9	Guarantor	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass if they can self-certify that the named supplier can act as guarantor and provide evidence of their economic and financial standing. Suppliers will score a Fail if they fail to name a guarantor and/or provide the information requested. Scoring a Fail will result in the tender response being excluded from the procurement process.
10	Acid-Ratio Test	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass if they can self-certify that they're ratio is equal to or greater than 1. Suppliers will score a Fail if they indicate that their ratio is less than 1. Scoring a Fail will result in the tender response being excluded from the procurement process.

Insurance

No.	Description	Weighting	Evaluation
11	Insurance	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they indicate that they have or can commit to obtaining the required levels of insurance. Suppliers will score a Fail if they do not have or cannot commit to obtaining the required levels of insurance. Scoring a Fail will result in the tender response being excluded from the tender process. Suppliers will be required to provide evidence that the required insurance is in place before contract commencement. Failure to provide such evidence prior to contract commencement will result in the contract award being cancelled.

Legal Capacity

No.	Description	Weighting	Evaluation
12	UK General Data Protection Regulation	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they answer 'Yes' and provide details of the technical facilities and measures in place or which will be in place by contract award which Social Care Wales (at its absolute discretion) considers as satisfactory to provide confidence in the supplier's technical ability to perform the contract. Suppliers will score a Fail where they answer 'No' or where Social Care Wales is not satisfied with the information provided.
13	ICO Certification	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'Yes'. Suppliers will score a Fail if they have answered 'No' or if they have answered 'Yes' but fail to provide evidence of certification when requested to do so prior to contract commencement. Scoring a Fail will result in the tender response being excluded from the tender process.

Technical ability

No.	Description	Weighting	Evaluation
14	Relevant Experience	Pass/Fail	These questions will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'Yes'. Suppliers will score a Fail if they have answered 'No' or if they have answered 'Yes' but fail to provide evidence when requested to do so prior to contract commencement. Scoring a Fail will result in the tender response being excluded from the tender process.
15	Experience of sub-contractor management	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they can provide details of the procedures they have in place to manage their supply chains and sub-contractors which Social Care Wales (at its absolute discretion) considers as satisfactory to ensure performance of the contract. Suppliers will score a Fail if they cannot provide satisfactory assurance of their supply chain / sub-contractor management. Scoring a Fail will result in the tender response being excluded from the tender process.

Health & Safety

No.	Description	Weighting	Evaluation
16	Health and Safety - policy	N/A	This section is for information only and will not be assessed.

Environmental Management

No.	Description	Weighting	Evaluation
17	Environmental Convictions	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'No' or where they have answered 'Yes' and provided details of the conviction and remedial actions taken which Social Care Wales (at its absolute discretion) considers to be sufficient to prevent a reoccurrence. Suppliers will score a Fail where they have answered 'Yes' but have failed to provide details of the conviction and remedial actions taken. Scoring a Fail will result in the tender response being excluded from the tender process
18	Environmental Policy	Information Only	This question is for information only and will not be assessed

Quality Management

No.	Description	Weighting	Evaluation
19	Quality Assurance and Improvement Programme (QAIP)	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass if answered 'Yes', and a Fail if answered 'No'. If you are successful you must be in a position to provide evidence (if requested), prior to contract award, and without delay. Scoring a Fail will result in the tender response being excluded from the tender process
20	Statement of Compliance	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass if answered 'Yes', and a Fail if answered 'No'

	with Standards		to any of the standards of compliance. Scoring a Fail will result in the tender response being excluded from the tender process
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Additional Information

No.	Description	Weighting	Evaluation
21	Conflict of Interest	Pass/Fail	This section will be assessed on a pass/ fail basis. Suppliers will score a Pass where they answer 'No'. Suppliers will score a Fail if they answer 'Yes' but fail to provide details, or where they answer 'Yes' and the conflict of interest cannot (at Social Care Wales's absolute discretion) be remedied.
22	Blacklisting	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'Yes'. Bidders will score a Fail where they have answered 'No'. Scoring a Fail will result in the tender response being excluded from the tender process.
23	Equalities training	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'Yes'. Bidders will score a Fail where they have answered 'No'. Scoring a Fail will result in the tender response being excluded from the tender process.
24	Welsh Language	Pass/Fail	This question will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'Yes'. Bidders will score a Fail where they have answered 'No'. Scoring a Fail will result in the tender response being excluded from the tender process.
25	Use of Artificial Intelligence (AI)	Information Only	This section is for information only and will not be assessed

Organisational policies / notices

No.	Description	Weighting	Evaluation
26	Anti-Bribery	Pass/Fail	This section will be assessed on a pass/ fail basis. Suppliers will score a Pass where they have answered 'Yes'. Suppliers will score a Fail if they have answered 'No' but have not provided an explanation which Social Care Wales (at its absolute discretion) considers satisfactory to explain why the supplier policy does not include the required information and/or has not been updated as required. Scoring a Fail will result in the tender response being excluded from the tender process.
27	Modern Slavery & Human Trafficking	Pass/Fail	
28	Privacy Notice	Pass/Fail	
29	Equality & Diversity Policy	Pass/Fail	

Part 3A Standard questions – Confirmations

No.	Description	Weighting	Evaluation
30-31	Contract terms	Pass/Fail	This section will be assessed on a pass/ fail basis. Suppliers will score a Pass if have answered 'Yes' indicating their acceptance of the terms and conditions provided in the procurement documents. Suppliers will score a Fail if they have answered 'No'. Suppliers will also score a Fail if they answer 'Yes' but seek to amend the terms and conditions later in the procurement process. Scoring a Fail will result in the tender response being excluded from the tender process.