



**HCC GROUP
INCORPORATING
HYBU CIG CYMRU – MEAT PROMOTION WALES (HCC)
AND
EIDCYMRU (EID)**

**INVITATION TO TENDER FOR THE
PROVISION OF
OUTSOURCED IT SUPPORT SERVICES**

COMMERCIAL IN CONFIDENCE

Latest Return Date: 13.00 on Tuesday 14 July 2026

INSTRUCTIONS TO TENDERERS

1 Introduction and Background

Hybu Cig Cymru - Meat Promotion Wales (“HCC”) is the industry-led levy body organisation responsible for the development, promotion and marketing of red meat from Wales.

Role of HCC

HCC collaborates with all sections of the red meat industry, from farmers to retailers, with an aim to develop and grow the industry through seeking profitable markets, both established and emerging, for Protected Geographical Indication (PGI) Welsh Lamb, PGI Welsh Beef and pork from Wales.

Vision

HCC’s vision for the Welsh red meat industry is for a competitive, profitable, efficient and sustainable industry which embraces its social and environmental responsibilities. This will result in a productive, resilient, and growing industry that delivers for levy payers, consumers and the wider Welsh society.

HCC’s Mission

HCC will lead and support the Welsh red meat industry to increase its market presence, economic resilience and global competitiveness whilst striving to have a positive environmental impact.

HCC will drive and enable improved productivity, expand trade opportunities and promote the distinctive quality of Welsh red meat through authoritative leadership and collaboration across the supply chain.

Within HCC’s *Red Meat Industry Vision: Delivering Value for Wales*, three priority areas have been identified to support the industry for the period 2026-2030:

Priority 1: Increase the volume and value of branded Welsh red meat sold by supporting listings in domestic markets, developing export markets and increasing consumer recognition for Welsh red meat brands.

Priority 2: Develop and lead initiatives that improve economic and environmental sustainability by measuring the current position, identifying activities to drive improvements, seeking research opportunities to improve productivity, and collaborating with appropriate partners to ensure adoption.

Priority 3: Provide proactive, robust and evidence-based advocacy for the industry highlighting the economic and social importance of the industry as well as championing the interests of the Welsh red meat industry within Welsh and UK public policy.

Welsh Government Framework Agreement Requirements

This document sets out the broad framework within which the Company operates, details the terms and conditions under which the Welsh Ministers may provide resources to the Company, and defines the roles and responsibilities of the Welsh Ministers and the Company as well as the relationship between them. The Company’s articles of association govern the day-to-day management of the Company.

The Framework requires HCC to adhere to the Government Function Standard GovS 007: Security; ensuring independent certification of security arrangements to the Cyber Essential Plus and IASME Cyber Assurance Level 2.

EIDCymru is a subsidiary of HCC. EIDCymru is located at Welsh Government Offices, Rhodfa Padarn, Llanbadarn Fawr, Aberystwyth SY23 3UR. It currently employs 20 members of staff, working hybrid between office and home. Staffing numbers will increase when services for cattle will transfer from BCMS to EIDCymru.

EIDCymru currently records sheep, goats and deer movements in Wales and has an excellent track record which is held in high regard across the UK. Building on EIDCymru current capabilities, it is the natural choice to incorporate Welsh cattle and pig movements. It will provide an accessible, easy-to-use platform to our farmers, livestock markets and abattoirs. It will improve traceability which will assist in limiting the impact of a disease outbreak while also delivering significant opportunity for the Welsh red meat industry to improve the use of data to drive on-farm efficiency and give consumers assurance of the provenance of their food.

The Welsh Government is bringing together separate systems for cattle, sheep and pigs to fulfil European requirements to support the continuation of trade post-Brexit. This also provides an opportunity to define Wales's identity and reputation as a global leader in animal welfare and standards.

EIDCymru Ltd intends to undertake a Transfer of Undertakings (Protection of Employment) (TUPE) process to transfer staff currently employed by the British Cattle Movement Service (BCMS) who deliver the Welsh cattle service and are based in North Wales (c.4 staff).

Currently, each EIDCymru staff member is provided with a MacBook Pro, which allows them to carry out daily duties. MS365 apps are installed to provide email, spreadsheets and word processing.

Microsoft (MS) Teams and SharePoint is used for collaboration and file sharing. In addition, the telephony facility within MS Teams (Microsoft Operator Connect) is used for facilitating incoming and outgoing calls. MacBooks connect to internet either by Wi-Fi or to network points using a docking station. The docking station also provides connection to an external screen fitted to each desk.

Daily work of administrating EIDCymru is carried out via web browsers.

Welsh Government Service Level Agreement Requirements

EIDCymru shall ensure that they at all times hold a valid and current Cyber Essentials Plus Certificate, and any other certifications or memberships that the Welsh Government may require following security advice. EIDCymru shall ensure that all requirements of these certifications or memberships are up to date. EIDCymru must provide evidence of these certifications or memberships to the Welsh Government when requested. Any provider of outsourced IT provision must also hold valid and appropriate certification, as a minimum, to the level of Cyber Essentials Plus.

2 Outline of Procurement Process and Timetable

On 15 June 2026 a contract notice was published on both the Find a Tender Service (FTS) and Sell2Wales inviting tenders from suppliers interested in providing to HCC the services detailed in paragraph 4 below. HCC Group is conducting the procurement using the competitive flexible procedure in accordance with the requirements of the Procurement Act 2023 (PA 2023) for the purpose of procuring the services.

The tender process will involve the stages set out in the table below. However, please note that those dates marked with an * may be subject to change.

15/06/2026	Contract Notice issued on Find a Tender Service (FTS)
w/c 29/06/2026	Site Visit (Review of Hybu Cig Cymru-Meat Promotion Wales IT Infrastructure)
07/07/2026	Deadline for receipt of requests for clarification
14/07/2026	Deadline for receipt of tender responses (13:00).
15/07/2026 – 29/07/2026*	Evaluation of compliant tender responses. Selection of shortlisted tenders for presentation stage.
05/08/2026	Presentation to HCC Executive Team
06/08/2026*	Selection of successful tenderers and notification of results of evaluation.
06/08/2026*	Publication of contract award notice
06/08/2026*	Notification of contract award decision to Tenderers and standstill period begins
13/08/2026	Confirm contract award
13/08/2026 – 30/09/2026*	Transition / Onboarding Period (as required)
01/10/2026*	Contract Start

This invitation to tender (“ITT”) includes these instructions and all the appendices that come with them. It also covers any questions asked by bidders and the answers provided, as long as they are shared as set out in paragraph 3. In addition, if HCC Group issues any updates, changes, or clarifications to this ITT, those will also be considered part of the ITT.

Subject to the provisions of paragraphs 8, 11.1 and 11.2, HCC Group will consider all responses to this ITT which are received by HCC Group in compliance with the requirements detailed in this ITT. HCC Group intends to select a supplier to enter into an agreement for services in the form set out in **Appendix 2** on the basis of the most advantageous responses to this ITT evaluated and scored in accordance with the criteria set out in paragraph 7. Please note that responses to this ITT which fail to achieve the minimum threshold score or above in respect of the quality criterion set out in paragraph 7.2.1 will be rejected.

Site visits are mandatory during the tender process so that Tenderers may contextualise the requirement by conducting a review of the HCC Group physical IT infrastructure space. Site visits are to be held **week commencing 29th June 2026** and are to be arranged by contacting Gareth I L Jones, Head of Finance and Corporate Governance at gjones@hybucig.cymru

Whilst site visits are mandatory, there may be occasions where site visits cannot be attended due to mitigating circumstances, such as not accessing the information until after the site visit date, therefore, an alternative site visit shall be offered to any Tenderers who have not had the opportunity to visit site and shall be done so at the discretion of HCC Group.

The Tenderer is to confirm via email no less than three working days prior to the tender site visit date the names of a maximum of three delegates who will attend the tender site visit.

3 **Additional Information and Guidance**

All contact relating to this procurement including any requests for clarity, additional information and for guidance in completing the response to this ITT must be **submitted via Sell2Wales**.

A user guide is available at https://www.sell2wales.gov.wales/sitehelp/help_guides.aspx

The deadline for submission of requests for additional information and for guidance in completing the response to this ITT is 7 July 2026. Any requests received after this deadline may not be considered. HCC Group will deal promptly with all requests received before this deadline and will endeavour to respond to such requests within three working days of receipt.

In the interests of fairness and transparency, responses to requests for additional information and for guidance in completing the response to this ITT which HCC Group considers to be points of clarification in relation to this ITT or to this procurement in general or of general application will be issued through the Sell2Wales portal.

If you consider any request which you make to be commercially sensitive, you must clearly mark the request as “commercially sensitive” and supply reasons why you consider it to be commercially sensitive. Please note, however, that HCC Group will determine, in its sole discretion, whether it considers any such request to be commercially sensitive. If HCC Group determines that your request is commercially sensitive HCC Group will not disclose the request or its response to such request to other tenderers. If HCC Group determines that your request is not commercially sensitive it will inform you that this is the case. If you agree that the request is not commercially sensitive HCC Group will respond to the request and will be entitled to disclose the request and its response thereto in accordance with the provisions of this paragraph 3. If you do not agree that the request is not commercially sensitive or do not inform HCC Group whether or not you so agree within a period of one working day, your request shall be deemed to be withdrawn and HCC Group shall not respond to it. Nothing in this paragraph 3 shall be interpreted or construed as limiting in any way HCC Group’s ability to disclose any information to any person in complying with its freedom of information obligations as outlined in paragraph 10.3.

You must not canvass or solicit information relating to this procurement from any officer, employee, agent or adviser of HCC Group other than via the Sell2Wales post-box platform.

4 **Overview of HCC's Requirements**

HCC Group seeks to procure effective Outsourced IT Support Services provision via a suitably qualified and experienced supplier who will be responsible for installing / implementing, supporting, maintaining, monitoring, and managing an IT infrastructure as part of a comprehensive and fit-for-purpose service that:

- is easy to manage and administrate;
- is collaborative and communicative;
- provides service and contract deliverables quickly and efficiently;
- proactively adds value through advice and recommendations to ensure that HCC Group maintains proportionally effective standards in information / cyber security and data management;
- proactively and routinely monitors the HCC Group network;
- provides flexibility to HCC Group with respect to future requirements and business growth;
- is cost-effective from the date of Contract award and as HCC Group grows; and
- manages and/or coordinates with related and relevant third-party providers and vendors, as required in each instance.

HCC Group has limited in-house knowledge and expertise relating to IT matters and is therefore reliant on outsourced expertise; the successful Supplier is expected to operate as an extension to the HCC Group team, providing timely and expert advice via an open and collaborative working arrangement.

The full Specification is provided in **Appendix 1**.

The proposed Contract length is an initial 36-months, with the option to extend up to a further 24- months in separate 12-month instalments at the sole discretion of HCC Group.

5 **Completing the Response to ITT**

The Response to ITT may be submitted in the English or the Welsh language and comprises the following parts:

The Assessment Process is comprised of three parts as detailed below:

1. Qualification Questionnaire;
2. Quality Award Criteria; and
3. Commercial Award Criteria.

Tenderers are required to respond to each part in full in order for their submission to be deemed compliant and eligible for inclusion within the evaluation process.

The Qualification Questionnaire, provided as a supporting template for completion entitled 'Outsourced IT Support Services Qualification Questionnaire (HCCMPW-2627-08)' includes a number of qualifying questions wherein Tenderers must self-certify that

their organisation meets the HCC Group mandatory requirements (by responding as instructed in each instance).

The Qualification Questionnaire includes a number of Pass / Fail questions; unless otherwise clearly stated, wherever a question is stated as Pass / Fail a response of 'No' will be deemed as a failure to meet the HCC Group minimum requirements and will invalidate the Tenderers response. The response will be discounted and will not be evaluated further.

Responses that meet all of the Qualification Questionnaire criteria will progress to the next stage of the evaluation process; the Quality and Commercial evaluation. The award criteria is detailed in section 7.

In completing your Response to ITT you must adhere to the word limits indicated in the Response to ITT. Please note that failure to fully complete all relevant parts of the Response to ITT, failure to provide any information in response to a question in the Response to ITT or failure to adhere to any word limit specified in the Response to ITT may result in your exclusion from the tender process. If you consider that a particular question is not applicable you should mark it as "not applicable" or similar.

If at any time you (or, in the case of a tenderer which is a consortium, any member of the consortium) becomes aware that any information which you (or, in the case of a tenderer which is a consortium, any member of the consortium) has provided to HCC Group, including without limitation in a Response to ITT, is incomplete, inaccurate or misleading in any respect or has ceased to be correct, you must immediately notify HCC Group thereof.

6 Return of Completed Responses to ITT

To register your interest in this notice and obtain any additional information please visit either the Find a Tender (FTS) or the Sell2Wales Website.

Central Digital Platform

Suppliers that wish to participate in this Procurement are 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 HCC Group 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. The CDP may be accessed here: [Sign in - Supplier Registration Service](#)

Sell2Wales

HCC Group will be conducting this procurement using the Postbox facility in the Sell2Wales procurement portal: <https://www.sell2wales.gov.wales/default.aspx>

The Sell2Wales technical team has overall responsibility for any technical queries relating to the Sell2Wales portal including:

- Access to the Postbox;
- Access to online documents via the portal; and
- System advice and guidance.

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

Any Response to ITT which is received by HCC after 13.00 on 14 July 2026 may be excluded from this tender process. Please note that it is your responsibility to ensure that the Response to ITT is actually received by the deadline detailed above.

HCC Group accepts no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective Response to ITT. It is up to you to ensure that your Response to ITT is prepared in good time (taking into account the possibility of staff absences or technical failures) and is submitted in advance of the deadline for receipt of the Response to ITT set out in this paragraph 6.

HCC Group may require you to provide further information and/or clarification of any matters contained in your Response to ITT.

7 Evaluation of Tenders

7.1 Stages

Following the deadline for submission of Responses to ITT, each Response to ITT received by HCC Group will be checked for completeness and compliance in a three stage process.

Stage 1 will be a cursory check by HCC Group to ensure that Responses to ITT have been submitted in accordance with the provisions of this ITT and that all documents requested in this ITT and/or the Response to ITT have been returned. Following this stage 1 check, if HCC Group considers that a Response to ITT has not been submitted in accordance with the provisions of this ITT and/or considers that any questions/sections that are required to be answered/completed have not been answered/completed or any documents that are required to be returned to HCC Group with the Response to ITT have not been returned, HCC Group may reject the Response to ITT as non-compliant. If HCC Group rejects your Response to ITT as being non-compliant at stage 1, HCC Group will notify you of such rejection as soon as reasonably practicable and you will be entitled to request a debriefing from HCC Group.

In stage 2 HCC Group will evaluate the responses to the questions in the 'Quality Response Template' in accordance with the provisions set out in paragraph 7.2.

In stage 3, and on the basis set out in the table below, HCC Group will verify the absence of grounds for exclusion and the fulfilment of the other selection criteria (Qualification Questionnaire) in respect of the top scoring Tender Responses that achieve the minimum threshold score or above in respect of the quality criterion set out in paragraph 7.2.5.

Following the stage 3 checks, if HCC Group's assessment of the responses to the 'Qualification Questionnaire' indicates that (i) you have scored a "fail" in relation to a pass/fail question, or (ii) you have not provided a response in relation to a question that is not scored but must be completed, or (iii) any of the grounds for exclusion in Schedule 6 or 7 of the Procurement Act 2023 apply, your Response to ITT may be rejected as being non-compliant.

HCC Group intends to invite the three highest-scoring bidders, based on the initial evaluation, to participate in a final presentation stage involving its Executive team. These presentations are scheduled to take place on **Wednesday 5th August 2026** at Hybu Cig Cymru-Meat Promotion Wales Head Office, Tŷ Rheidol, Parc Merlin, Aberystwyth, SY23 3FF. Bidders will be provided with reasonable advance notice and consistent information in order to ensure equal opportunity to prepare.

Following the presentation stage, the HCC Group will undertake a final evaluation and moderation exercise. This will take into account bidders' written submissions, presentation performance against the stated criteria, and any clarifications sought during the evaluation process. All assessments will be conducted in a transparent, proportionate and non-discriminatory manner, in accordance with the Procurement Act 2023. The outcome of this process will inform the final award decision, which will be made on the basis of the most advantageous tender in line with the published award criteria.

7.2 Evaluation of Tender Responses

Subject to this paragraph 7 and paragraph 8, HCC Group will evaluate and score each Part B Tender Response of each compliant Response to ITT in accordance with the weightings, scoring profile and evaluation matrix set out below.

7.2.1 Evaluation Weightings

The criteria for assessing the most advantageous Part B Tender Responses from the point of view of HCC Group and the weighting attributed to each criterion are set out below:

Criteria	Weighting (total of 100)
Financial	30
Quality	70

Within the Quality criteria there are sub-criteria that HCC Group will use to evaluate each tenderer's Part B Tender Response(s). The sub-criteria that will be used and the weighting attributed to each sub-criterion are as follows:

Ref	Question	Weighting	Page Limit
Quality Criteria			
Q1	<i>Consider the HCC Group requirement as per Overview and Specification.</i> Describe in detail your organisation's recent previous experience (last 3-years) of providing effective outsourced IT support services similar in scope, scale and context to the HCC Group requirement.	20%	3 Pages A4
Q2	<i>Consider the HCC Group requirement as per Overview) Specification.</i>	20%	3 Pages A4

	<p>Outline in detail your organisation's proposal for the provision of an effective outsourced IT support service to HCC Group. Demonstrate how your organisation proposes to work with HCC Group to provide a robust and effective outsourced IT support service that addresses the full breadth and scope of the requirement. Include reference to proposed Service Level Agreements relevant to the HCC Group requirement.</p> <p><i>For the avoidance of doubt, the response to Q2 will be evaluated in its entirety and will receive one single score in-line with the HCC Group scoring methodology (i.e. the question has no sub-criteria).</i></p>		
Q3	<p>Detail your organisation's proposed approach to account, quality and performance management for adoption if successful, including methodology, approach and deployment. Detail to the key points of contact to be appointed to HCC Group.</p> <p><i>For the avoidance of doubt, the response to Q3 will be evaluated in its entirety and will receive one single score in-line with the HCC Group scoring methodology (i.e. the question has no sub-criteria).</i></p>	10%	2 Pages A4
Q4	<p>Demonstrate how your organisation proposes to work effectively and collaboratively with HCC Group to ensure the continued security of its network, infrastructure and data.</p>	10%	2 Pages A4
Q5	<p>Provide a detailed onboarding and entry plan for adoption for use if successful. Outline the key handover and transition activities and processes in-line with the HCC Group requirement and address how your organisation will work effectively to minimise risk and service disruption during the transition.</p> <p><i>For the avoidance of doubt, the response to Q5 will be evaluated in its entirety and will receive one single score in-line with the HCC Group scoring methodology (i.e. the question has no sub-criteria).</i></p>	5%	2 Pages A4
Q6	<p>Provide a detailed indicative offboarding and exit plan that outlines the key handover and transition activity and processes to be adopted at the end of an outsourced IT support services arrangement</p>	5%	2 Pages A4
Total Quality Score Available:			70%
Commercial Criteria			
Part 1 Managed Service Provision: Total Cost Per Annum			20%
Part 2 Onboarding and Implementation: Total Rates			5%
Part 3 Additional Services: Total Schedule of Rates			5%
Total Commercial Score Available:			30%
Total tender Score Available:			100%

7.2.2 The tender carries a maximum score of 100%.

7.2.3 The Quality assessment shall carry 70% of the available 100%. The Quality assessment will be undertaken following the scoring methodology provided in section 7.2.10 below.

7.2.4 For the avoidance of doubt, a table of key award criteria terminology related to the Quality award criteria is provided below for the benefit of all Tenderers:

Award Criteria Terminology	Description
Pass / Fail	Unless otherwise clearly stated, wherever a question is stated as Pass / Fail a response of 'No' (in the case of a Yes / No question) or a failure to respond with the information requested will be deemed as a failure to meet the HCC Group minimum requirements and will invalidate the Tenderers response. The response will be discounted and will not be evaluated further.
For Info	The response provided to HCC Group will be retained and considered for information purposes only and will not be scored.
x Page(s) A4	Where there are any restrictions on the length of your answers, this will be clearly highlighted. If any answer exceeds the maximum length stated, only the information provided up to the maximum length will be considered and evaluated (information provided in excess to the detailed maximum length will not be considered for evaluation). Each question response must be provided on A4 in Arial 11pt font.

7.2.5 The Commercial assessment shall carry the remaining 30% of the available 100% and is split into three parts:

- Part 1 Managed Service Provision: Total Cost Per Annum, which carries 20% of the total Commercial score; and
- Part 2 Onboarding and Implementation: Total Rates, which carries 5% of the total Commercial score.
- Part 3 Additional Services: Total Schedule of Rates, which carries 5% of the total Commercial score.

7.2.6 For the Commercial Assessment Tenderers are required to complete and return a Commercial Response Workbook by inserting the requested information as per the workbook guidance. The Commercial Response Workbook is provided as a supporting attachment entitled '*Outsourced IT Support Services Commercial Response Workbook*'.

7.2.7 The Commercial assessment will be evaluated on a proportional vs best basis and will be evaluated using the following calculations:

Part	Evaluation Calculation	Weighting
Part 1 Managed Service Provision: Total Cost per Annum	(20%) / (Tenderers Total Cost per Annum / Lowest Total Cost per Annum)	20%
Part 2 Onboarding and Implementation: Total Rate	(5%) / (Tenderers Total Onboarding and Implementation Rate / Lowest Total Cost per Annum)	5%
Part 3 Additional Services: Total Schedule of Rates	(5%) / (Tenderers Total Schedule of Rates / Lowest Total Schedule of Rates)	5%
Total Available Commercial Score:		30%

7.2.8 Price scores will be awarded only to bids at or below the Price Cap. Lower priced bids will receive higher scores.

7.2.9 The total Quality score and total Commercial score will be combined to give a Total tender score. The highest scoring compliant tender shall be deemed the Most Advantageous Tender.

7.2.10 Price Submission Requirements

Bidders are advised that the maximum allowable Total Contract Price for this procurement is within the banding range **£300,000 - £350,000 net of VAT** ("the Price Cap").

Bidders must submit a price for delivery of all required goods/services as specified. Any bid that exceeds the Price Cap will be deemed non-compliant and will not be evaluated further.

7.2.11 Transparency of Budget and Affordability

HCC Group is applying the Price Cap to ensure affordability, proportionality, and value for money. Bidders should ensure that the prices submitted are realistic, sustainable, and capable of delivering the full contract requirements.

7.2.12 Abnormally Low Tender

HCC Group reserves the right to investigate any abnormally low bid, including any bid priced significantly below the market norm or indicating a risk of non-delivery. Bidders may be required to provide clarification or justification.

7.2.13 Quality Evaluation Scoring Table

Each Quality sub-criterion will be scored on the basis of the scoring profiles set out in the following table:

Capability	Evidence	Remark	Score
Tenderer is clearly able to meet the needs of HCC Group	<p>Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible.</p> <p>A clear, concise and explicitly relevant response that fully demonstrates an excellent understanding of the subject matter and meets all HCC Group expectations.</p>	Absolute Confidence	100
Tenderer is likely to be able to meet the needs of the HCC Group	<p>Evidence is sufficient (in qualitative terms), convincing, and credible.</p> <p>The Tenderer has presented a clear, precise demonstration of how they will meet the HCC Group requirements as outlined in the Specification.</p>	Confidence	80
Small risk that the Tenderer will not be able to meet the needs of the HCC Group	<p>Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.</p> <p>The Tenderer has provided adequate information that demonstrates how they will meet the HCC Group requirements as outlined in the Specification.</p>	Minor Concerns	60
Moderate risk that the Tenderer will not be able to meet the needs of the HCC Group	<p>Evidence has moderate gaps, is unconvincing</p> <p>The Tenderer has provided limited information to demonstrate how they will meet the HCC Group requirements as outlined in the Specification</p>	Moderate Concerns	40
Significant risk that the Tenderer will not be able to meet the needs of the HCC Group	<p>Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.</p> <p>The Tenderer has provided a response that does not illustrate an acceptable level of understanding of the subject matter and fails to meet most of the HCC Group requirements as outlined in the Specification</p>	Major Concerns	20
Tenderer will not be able to meet the needs of the HCC Group	<p>No answer provided.</p> <p>No evidence or misleading evidence</p> <p>The Tenderer has provided information that fails to demonstrate how they will meet the HCC Group requirements as outlined in the Specification.</p>	Not acceptable	0

8 Disqualification of Tenderers

HCC Group reserves the right to disqualify a Response to ITT and/or a tenderer from this procurement process at any time if:

- 8.1 a Response to ITT does not comply in any respect with the requirements of this ITT;
- 8.2 any information provided to HCC Group by the relevant tenderer (or, in the case of a consortium, any of its members), including without limitation in a Response to ITT, is incomplete, inaccurate or misleading in any respect or ceases to be correct; or
- 8.3 the tenderer has colluded with any person (excluding, where the tenderer is a consortium, collusion between consortium members in relation to the consortium's Response to ITT) in relation to or in connection with its or any other tenderer's Response to ITT.

Disqualification of any Response to ITT or tenderer will be without prejudice to any other rights or remedies of HCC Group.

Contract Award

Responses to ITT must remain open for acceptance for a period of six months from the deadline for submission of Responses to ITT.

Subject to the provisions of paragraphs 10.1 and 10.2:

- 8.4 following completion of the evaluation of Responses to ITT, HCC Group will inform tenderers of the results of the evaluation; and
- 8.5 those tenderers whose Responses to ITT have been successful will be required to enter into an agreement with HCC Group in the form set out in **Appendix 2**. Where a single tenderer is awarded more than one lot, a single agreement will be entered into covering each of those lots. No contract will be formed unless and until HCC Group and the successful tenderer execute the agreement. No oral or written acceptance of any Response to ITT or notification that a tenderer has been successful will constitute a contract.

Please note that if a consortium submits a tender which is acceptable to HCC Group, HCC Group may require the consortium to form a legal entity before entering into the agreement and/or joint and several liability of all consortium members and/or guarantees and/or undertakings by some or all consortium members in respect of some or all other consortium members may be required.

Contract award is subject to the formal approval process of HCC Group. Until all necessary approvals are obtained, a contract award notice published and the standstill period completed, no Contract(s) will be entered into.

Once HCC Group has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the PA 2023 before entering into any Contract(s).

9 Confidentiality and Freedom of Information

- 9.1 By completing and returning the Response to ITT, you agree to keep confidential any information which is not already in the public domain at the time of disclosure and which is disclosed or otherwise made available to you by HCC Group in any medium whatsoever during or in connection with this tender process, not to use such information for any purpose other than the preparation of the Response to ITT and not to disclose such information to any person other than in confidence and on a need to know basis to persons who are directly involved in the preparation of the Response to ITT.
- 9.2 You are reminded that HCC Group owns the copyright in and to the ITT and any other materials issued or made available by HCC Group and accordingly tenderers are not permitted to copy, reproduce, duplicate or issue copies of this ITT or such materials other than as strictly required for the preparation of your Response to ITT.
- 9.3 HCC Group is a public authority for the purposes of the Freedom of Information Act 2000. Information disclosed to HCC Group by any person during the course of this procurement process, whether in a Response to ITT or otherwise, may therefore be disclosed to the public in response to an information request. If you consider that any information which you disclose to HCC Group is confidential or commercially sensitive you should identify this to HCC Group and explain the reasons why. You should note, however, that identifying information as confidential or commercially sensitive does **not** guarantee that it will be exempt from disclosure and HCC Group retains the discretion to decide whether or not particular information is exempt from disclosure.

10 General

- 10.1 Nothing contained in this ITT nor any communication between HCC Group and you shall constitute a contract for the hire of any goods or the provision of any services covered by this tender process nor a warranty or a representation that any contract will or may be awarded. HCC Group 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 you is at your own risk.
- 10.2 HCC Group reserves the right:
- 10.2.1 to withdraw from and/or abandon and/or defer this tender process at any time;
 - 10.2.2 not to award any contract as a result of this tender process;
 - 10.2.3 to supplement, revise and/or clarify the terms and conditions of this ITT;
 - 10.2.4 to require you to clarify your Response to ITT and/or to provide additional information in relation thereto; and
 - 10.2.5 not to enter into a contract with a person who is not an entity which returned a successful Response to ITT and, where a successful Response to ITT was returned by a consortium, not to enter into a

contract as a consequence thereof including without limitation if the members of the consortium differ in any respect from those members identified in the Response to ITT.

- 10.3 Any supplements, revisions and/or clarifications to the terms and conditions of this ITT may be made available to tenderers via the Sell2Wales website. It is the responsibility of tenderers to ensure that they regularly check this link for supplements, revisions and clarifications.
- 10.4 No publicity regarding this tender process or the award of any contract is permitted without the express permission of HCC Group.
- 10.5 You shall be responsible for all costs and expenses incurred in connection with this procurement process. HCC Group will not, under any circumstances, contribute towards any such costs and expenses.
- 10.6 This ITT shall be governed by the laws of England and Wales and each tenderer agrees, by returning a Response to ITT, to submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.7 An assessment summary will be sent to each Tenderer. In its assessment summary the successful Tenderer will be told the scores it received against each award criterion and the reasons for those scores. Each unsuccessful Tenderer will receive its own scores and reasons for those scores, plus the equivalent information for the successful Tenderer.

11 Security

- 11.1 The successful Supplier will be required to comply with the obligations of a “Data Processor” under the provisions of the retained EU GDPR 679/2016 Article 28 (Data Protection Act 2018 (Chapter 2) (UK GDPR) as set out in Chapter IV of as regards any personal data the successful Supplier processes in providing the services under this agreement, if let. A Data Processing Agreement will be put in place between the successful Supplier and Life Sciences Hub Wales to support the requirements of Article 28 of UK GDPR.
- 11.2 The following clauses are applicable to contracts where personal or other confidential information will be used, disseminated or otherwise handled by the successful Supplier and any other third party associated with the agreement:
 - 11.2.1 Servers holding HCC Group data must reside in a pre-defined location and access to those servers must be controlled and limited to known, authorised individuals only.
 - 11.2.2 Backups of HCC Group data must occur (at least weekly), there should be no unauthorised access to backup media containing HCC Group data. Such backup media should be securely stored in an off-site and off-cloud location and Transfer of such backup media must be secure and auditable.
 - 11.2.3 HCC Group data must not be copied to removable media and removed from the contractor’s site without prior approval of HCC Group, processing of HCC Group data must only take place on the contractor’s corporate network, using equipment supplied by the Supplier. At the expiry of the Contract the data must be returned or

disposed of as stipulated by HCC Group. An audit may be taken by HCC Group's Data Protection Officer one month after the end of the contract.

- 11.2.4 The default access level for HCC Group data should be 'no access', the Supplier must maintain lists of users who do require access to the HCC Group data, and such lists are to be reviewed at least quarterly, this will be subject to audit by HCC Group's Data Protection Officer.
- 11.2.5 The Supplier should provide details of HR checks undertaken on new employees which will include verification of identity; employment history (past 3 years); nationality and immigration status; unspent criminal record declaration and independent verification via the Disclosure and Barring Service.
- 11.2.6 The Supplier must ensure that any network which holds HCC Group data is protected by up-to-date virus-checking software. The Supplier must ensure that a server patching regime is in place, and supply details of the same. The Supplier's network must be configured in such a way that access to HCC Group data is limited to known, authorised individuals and connections to other networks must be controlled by firewalls. The Supplier should ensure that access to any network which holds HCC Group data must be via a unique, individual password and such passwords must be a minimum of 9 characters in length and include a combination of upper- and lower-case letters, punctuation marks and at least one number. HCC Group's Data Protection Officer will undertake a quarterly audit via the contract manager to ensure that this is taking place.
- 11.2.7 Any statement made by the Supplier could be subject to independent audit by HCC Group without prior notice.
- 11.2.8 The Supplier must inform HCC Group immediately of any actual or suspected security breaches involving HCC Group data in accordance with the provision of the Data Processing Agreement.
- 11.2.9 The Supplier must have in place a security policy or acceptable use policy covering usage of their network and appropriate use of removable media and the policy must be clearly communicated and staff trained appropriately. HCC Group is to be provided with a copy of the policy as part of the tender process.
- 11.2.10 The Supplier must ensure that hardcopy data is securely disposed of after use by shredding and for electronic data, the Supplier must use a product that overwrites individual files rather than marking them for deletion. The Data Protection Officer will undertake quarterly audits to ensure that this is taking place via the contract manager.

12 Prices

- 12.1 The prices stated in the tender response will be deemed to be the full inclusive value for the provision of the requirement as described in the Specification

(**Appendix 1**), including all costs and expenses, risks and obligations set forth in or to be implied from the Invitation to Tender.

12.2 All prices are to be stated in sterling exclusive of Value Added Tax (VAT).

13 **Acceptance of Tenders**

13.1 HCC Group does not commit itself to accept the lowest priced tender or any tender submission. No tender shall be deemed to have been accepted unless such acceptance has been notified to the Supplier in writing.

13.2 No part of the submitted tender response will be returned to the Supplier

14 **Contractual Commitment of Bid**

14.1 Except for manifest error, or as may otherwise be expressly agreed by both HCC Group and the tenderer, the contest of submitted bids will be deemed to be binding upon the tenderer and open for acceptance by HCC Group.

14.2 Prior to submitting their bid, tenderers are responsible for ensuring that its staff, and those of any sub-contractors, are fully aware of all the technical, commercial and legal requirements relating to this procurement.

15 **Welsh Language Scheme Requirements**

15.1 The successful Supplier will need to ensure that services provided through this contract are compliant with the Welsh Language Scheme for Life Sciences Hub Wales.

15.2 The requirements in relation to this contract are:

15.2.1 It would be advantageous (desirable, not mandatory) for the successful Supplier to offer Welsh language helpdesk support; and

15.2.2 Any contact with the public must comply with the principle of treating the Welsh and English languages on a basis of equality.

16 **Payment Terms**

16.1 In adherence to the Procurement Act 2023 payment will be made within 30-days of receipt of valid invoice, with invoices to be issued in accordance with the payment scheduled agreed before or at contract award.

16.2 For an invoice to be considered valid and acceptable for payment it must be sent electronically (i.e. via email) and must include the following information as minimum:

16.2.1 The name of the supplier;

16.2.2 A description of the goods, services and/or works supplied to HCC Group (as applicable);

16.2.3 The sum requested; and

16.2.4 A unique invoice reference / number.

16.3 All invoices are to be submitted to accounts@hybuciq.cymru

16.4 Should an invoice be considered invalid and/or the sum payable is disputed the supplier shall be notified as soon as practicable and the 30-day payment term will be considered on-hold until all queries are resolved.

17 Additional Information to be Provided at Tender

17.1 Tenderers must also ensure that the following information is included within their tender response:

17.1.1 Registered company name and address;

17.1.2 Company website address;

17.1.3 Relevant insurance certificates, such as Professional Indemnity;

17.1.4 Name, telephone numbers and email address of a main contact;

17.1.5 Company structure, including legal status, ownership, subsidiaries and any affiliated companies;

17.1.6 List of sub-contractors / third-party organisations likely to be involved in the delivery of the services and the tenderers relationship to them;

17.1.7 List of company directors / management board*; and

17.1.8 Disclosure of any conflicts of interest*.

Note, that information provided in relation to the list above will not be scored and will be retained for Information Only.

**HCC Group reserves the right to disqualify any tenderer based on the information provided with regards to Company Directors and Conflict of Interest where such information would deem the tenderer non-compliant (in the event of a disqualified director or irreconcilable conflict of interest).*

18 Additional Information to be Provided at Tender

18.1 The tender response submitted will be evaluated initially for completeness and adherence to the mandatory requirements. Failure to comply with the instructions or provide the information requested will invalidate the submission entirely.

18.2 Tenderers must examine the Invitation to Tender document, as well as any supporting document, in full as these indicate what information must be provided in order for their response to be deemed complete and compliant. Incomplete or unqualified Tenders may be rejected as noncompliant.

18.3 These instructions are designed to ensure that all proposals are given equal and fair consideration. It is important therefore that tenderers provide all of information requested.

18.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and conditions of tender.

- 18.5 It is the tenderer's responsibility to ensure that all information required is supplied and is accurate.
- 18.6 Tenderers must ensure that they read all questions carefully and respond in accordance with the criteria below:
 - 18.6.1 Where supporting information is expressly requested (i.e. CVs, policies, process documents etc.) this can be provided as an appendix to your response. For the avoidance of doubt, this will be in addition to the maximum page limit outlined;
 - 18.6.2 Supporting information not expressly requested (i.e. attachments and appendices) will not be considered or evaluated as part of the response;
 - 18.6.3 Tenderers must not include links or shortcuts to external resources (i.e. websites etc.);
 - 18.6.4 Answer the questions in the order provided;
 - 18.6.5 Provide the original question, question reference and your organisations name in each response (for ease of reference);
 - 18.6.6 Tenderers must outline in their response any areas in which they do not fully meet the requirement;
 - 18.6.7 The name of the file(s) submitted must include your organisations name;
 - 18.6.8 No commercial information is to be provided within the Quality response; and
 - 18.6.9 Tenderers must provide itemised pricing for all envisaged costs for the provision of proposed the services as per their response.

19 Documents and Information to be Submitted

- 19.1 For ease of reference, for your tender response to be considered a compliant submission it must include the following:
 - 19.1.1 A completed Qualification Questionnaire.
 - 19.1.2 A response to the Award Criteria as outlined in section 7.2.1, i.e. a response to each of the Quality questions and a Commercial response.
 - 19.1.3 A completed Commercial Response Workbook
 - 19.1.4 The information requested in section 17.1 (i.e. company information etc.)