
Invitation to tender for the provision of S4C Internal Audit Services

Issued:	7 th January 2026
Deadline for receipt of request for clarification:	21 st January 2026
Deadline for receipt of tender responses:	4 th February 2026

THIS DOCUMENT IS ALSO AVAILABLE IN WELSH

Introduction

This document invites tenders from individuals, companies and organisations interested in and capable of supplying to S4C internal audit services as more specifically described in the following pages.

This Invitation to Tender (ITT) is divided into the following parts:

- Part 1 Background Information and Internal Control
- Part 2 Contract Specific Information
- Part 3 Information to be included in Tender Responses
- Part 4 Outline of Tender Process and Requests for Further Information
- Part 5 Evaluation Criteria and Contract Award
- Part 6 Legal Notes

- Appendix 1 Evaluation Matrix
- Appendix 2 Basic Information Form
- Appendix 3 S4C Corporate Structure

Please read this Invitation to Tender carefully. Tender responses that do not comply with the requirements set out in this Invitation to Tender may not be evaluated as part of this tender process.

Please note that this tender process, including this Invitation to Tender, is subject to the legal notes set out in Part 6.

Part 1 Background Information

1.1 S4C

S4C is a statutory corporation that provides high-quality public service television and digital content in Welsh. Its services are aimed primarily at audiences in Wales, but also at anyone who chooses to engage with Welsh-language broadcasting more widely.

It is the world's only Welsh-language television channel and one of the UK's five public service broadcasters.

Established as an independent broadcasting authority under the Broadcasting Act 1981, S4C now operates within the framework set by the Communications Act 2003 and the Broadcasting Act 1990 (as amended).

S4C is accountable to the UK Secretary of State for Culture, Media and Sport.

For more information about S4C, please refer to the latest [Annual Report and Accounts](#); or contact Geraint Pugh, S4C Board Secretary (via ysgrifennydd@s4c.cymru).

1.2 Background Information about the Contract

This tender is being held by the S4C Board's Audit and Risk Committee ("the Committee").

Since the relevant provisions of the Media Act 2024 came into force in August 2024, S4C has operated a statutory unitary board model for its governance. The legislation formalised the previous shadow Unitary Board, which had been functioning on an administrative basis since March 2018 following a recommendation from an independent review of S4C. Further information on these governance arrangements can be found on the [S4C website](#).

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

Further information on S4C's duties, structure and performance can be found in the [S4C Annual Report and Accounts](#) together with a range of other corporate materials on the [S4C website](#).

1.3 Internal Controls

The S4C Board is committed to the highest possible standards of corporate governance. It has established a framework of internal controls in line with the requirements of the UK Corporate Governance Code. The S4C Board undertakes an annual assessment of the viability of S4C's businesses. It also prepares an annual assurance statement for the Audit Committee of DCMS. In addition, the Board must make arrangements for internal audit which operate in accordance with central government standards as set out in the Government Internal Audit Manual and Public Sector Internal Audit Standards.

The key elements include:

- i. Control environment** - an organisational structure with clearly defined responsibilities for internal control. The key systems of control are documented in various internal policies and handbooks.
- ii. Financial reporting** - a comprehensive management reporting system including zero-based preparation of annual budgets by cost centre, which are subsequently reported

quarterly comparing actual results to budget and investigating significant variances. Forecasts of commitments are prepared and updated regularly throughout the year.

- iii. **Quality and integrity of personnel** - experienced and suitably qualified staff take responsibility for all key business functions. The appraisal system allows monitoring of individual standards of performance.
- iv. **Operating controls** - each cost centre maintains financial controls and procedures appropriate to its own business environment conforming to the overall standards and guidelines approved by the Board.
- v. **Monitoring** - the reports on the system of internal financial control from management and from the audit function are submitted in the first instance to the S4C Board's Audit and Risk Committee. The auditors shall review the control procedures to the extent necessary for expressing their audit opinion, and report on any weaknesses arising during the course of their audit work.

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

Part 2 Contract Specific Information

2.1 Scope of Contract

The scope of work under the contract for the Internal Auditing Services shall include an audit of the financial and other records and processes for an initial three-year period commencing with the reporting year 2026/27, in accordance with a work schedule agreed with the Committee. Further requirements relating to the scope of the Tender are set out in **Part 3**.

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

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

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

S4C has a duty to ensure that there is no direct or indirect subsidy of its commercial activities from the Public Service Fund. It is also required to deal separately with the Public Service Fund and the General Fund, submissions should, therefore, indicate the Tenderer's proposals for reflecting these requirements in the arrangements governing the internal audit function. The Corporate Structure contained in **Appendix 3** reflects the separation of both funds and shows the subsidiaries that come under the General Fund.

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

The Tenderer should explain how it will communicate with the National Audit Office, as S4C's external auditors, and confirm that it will allow them unrestricted access to its working papers.

2.2 Contract Duration and Terms

The contract will be for a period of 3 years with an option to extend for an additional 12 months.

S4C will review the contract and the successful company's performance after the first year and retains the right to terminate the contract at the end of the first year following such a review. This review will be in addition to any regular reviews which are provided for in the contract.

2.3 Parent Company Guarantees and Consortia

Please note that S4C may require the successful Tenderer to provide a parent company guarantee. If a consortium submits a tender response which is acceptable to S4C, S4C may in its discretion require: (i) the consortium to form a legal entity before entering into the contract; and/or (ii) joint and several liability of all consortium members; and/or (iii) guarantees and/or undertakings by some or all of the consortium members in respect of some or all other consortium members.

Part 3 Information to be Included in Tender Responses

3.1 Required Information

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

- the **Basic Information Form** in the format set out in Appendix 2.
- a **Written Statement** setting out methodology to provide the service

The Tenderer should note:

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

The Tenderer should include the following:

- a suggestion of audit assessment requirements, together with an explanation of the processes used to determine the assessment requirements;
- a description of the Tenderer's proposed reporting method including an explanation of how the Tenderer will ensure the timeliness and effectiveness of reports provided to S4C;
- a description of the procedures used to ensure the quality of the work, including an explanation of any computer / artificial intelligence-based audit techniques which will be used;
- an explanation of how the Tenderer will separate the public and general funds; and
- an indicative plan for the first year including the following:
 - a. the number of working days the Tenderer thinks are appropriate;
 - b. a description of how the Tenderer will manage the transfer process from the existing auditors (if appropriate); and
 - c. a description of how the Tenderer will ensure an effective working partnership with the external auditors.

- v. Linguistic Ability** – the majority of the documentation relating to the auditing work will only be available in the Welsh language. The Tenderer should, therefore, note how it will be able to ensure adequate linguistic ability in terms of reading documentation. However, written and/or oral reports in English to the Committee by the appointed internal auditors are acceptable.
- vi. Staffing and availability of key contact:** details of partner(s), manager(s) and other key staff to be assigned to the contract. The Tenderer should note any direct and relevant experience on a similar assignment, amount of time the individual will assign to these assignments and succession planning and action to ensure continuity of staffing. The Tenderer should give details of how it will ensure availability of its key contact during the contract period.
- vii. Fees** – Tenderers should provide a fee for the first year in accordance with the indicative plan provided (see above), noting the daily rates of the range of staff responsible for providing the service or a single 'blended' daily rate which will apply. All fees and rates should be expressed exclusive of VAT, and should be relevant for the whole contract without the need to re-negotiate new fees each year (including in relation to any extensions agreed in excess of the initial three-year appointment). The Tenderer should include a standard rate card for any marginal or additional work that is not part of the main auditing work.
- viii. Contract** – a copy of the standard terms and conditions the Tenderer proposes to use as a basis for the agreement with S4C should it be awarded the contract. Please note that S4C expects these terms to incorporate the clauses and principles contained in **Part 6.3 – Legal Notes** as a minimum.

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

Tenderers may include additional information where relevant to their tender responses, but tender responses should not include any extraneous information not specifically requested or required by the ITT including, for example, sales literature and standard terms of trading.

If at any time the Tenderer (or, in the case of a tender response submitted by a consortium, any member of the consortium) becomes aware that any information which it (or, in the case of a tender response submitted by a consortium, any member of the consortium) has provided to S4C in connection with this tender process is incomplete, inaccurate or misleading in any respect or has ceased to be correct, S4C must be immediately notified thereof.

3.2 Maximum Word Limit

Tenderers should seek to be concise in drafting their response to this ITT. Tender responses should not exceed a word limit of 5,000 words. S4C retains the right to exclude from the tender process any tender response that does not conform with this requirement.

The above word limit does not include any words contained within illustrations/diagrams/graphs included within and/or annexed to the main tender document.

Part 4 Outline of Tender Process and Requests for Further Information

4.1 Outline of Tender Process

This tender process will involve the following stages:

Stage 1	Deadline for requests for clarification	12:00pm, 21 st January 2026
Stage 2	Provide responses to requests for clarification	28 th January 2026
Stage 3	Deadline for receipt of tender responses	12:00pm, 4 th February 2026
Stage 4	Notification of results of evaluation	20 th February 2026*
Stage 5	Signature of contract	25 th February 2026*

Please note that dates marked * may be subject to change.

4.2 Submission of Tender Responses

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

Tender responses should be clearly marked **S4C Internal Audit Tender** and sent by e-mail to:

E-mail: tendr@s4c.cymru

Tenders may be submitted in Welsh or English. A tender submitted in Welsh will be treated no less favourably than a tender submitted in English.

NO TENDER RESPONSES RECEIVED AFTER THE DEADLINE FOR RECEIPT OF TENDER RESPONSES SET OUT IN PART 4.1 ABOVE OR RECEIVED BY S4C AT AN ADDRESS OTHER THAN THAT SET OUT ABOVE WILL BE CONSIDERED AND ANY SUCH TENDER RESPONSES WILL BE EXCLUDED FROM THIS TENDER PROCESS.

S4C accepts no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective tender responses. It is up to Tenderers to ensure that their tender responses (and any attachments) are prepared in good time (taking into account the possibility of staff absences or technical failures) and are submitted in advance of the deadline for receipt of tender responses set out in Part 4.1 above.

Please note that 20Mb is the maximum email size that S4C can accept and permissible file formats are Word, Excel, PDF and Jpeg. These file formats are acceptable as Zip Files. Tenderers should be aware that their own ISP (Internet Service Provider) may impose lower limits on the maximum email capacity and as such are advised to check the size limit with their own ISP or IT department well in advance of despatch and deadline.

Proof of despatching will not be deemed to be proof of delivery and Tenderers are advised to seek an acknowledgement of receipt in a separate email.

4.3 Consideration of Tender Responses and Notification of Result

S4C will consider all tender responses received by S4C in compliance with the requirements detailed in this ITT, and any information provided during an interview (if relevant), in accordance with the procedure and criteria detailed in Part 5 below. The award of the contract will be based on S4C's assessment of the tender response that is the most advantageous in accordance with the criteria set out in Part 5 below. All

Tenderers who submitted a tender response will be notified of the outcome of S4C's evaluation by email. See further Part 5.4 below.

4.4 Clarification of Tender Responses

S4C may require Tenderers to provide further information and/or clarification of any matters contained in their tender responses. However, the expectation is that Tenderers include any information which they wish S4C to consider in their tender response.

S4C may invite the Tenderer to attend an interview in person or via Microsoft Teams to deliver a short presentation and to explain the details noted in the tender response document.

4.5 Requests for Further Information

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

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

Tenderers are encouraged to identify any further information and/or guidance that they may require in connection with this tender process as early as possible. The deadline for submission of requests for further information and/or guidance is set out in Part 4.1. Any requests received after this deadline will not be considered. S4C will endeavour to deal promptly with all requests received before this deadline.

In the interests of fairness and transparency please note that all requests for further information and/or guidance in respect of this tender process and S4C's responses to such requests will be disclosed to all Tenderers. Such disclosures will be made by email to the email address used by Tenderers when requesting further information.

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

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

Part 5 Evaluation Criteria and Contract Award

5.1 Compliance Testing

Prior to commencing formal evaluation of tender responses, S4C will check tender responses, in particular the Basic Information Form and the specific language requirements, to ensure that they are fully compliant with the requirements of the ITT. Non-compliant tender responses may be rejected. Fully compliant tender responses will be evaluated by S4C in accordance with the provisions set out in this Part 5.

5.2 Evaluation

The contract will be awarded on the basis of the most advantageous tender. To assess which tender response is the most advantageous, a panel of S4C representatives will evaluate and score all responses to this ITT in accordance with the following criteria and weightings:

Compliance Questions:

	Evaluation Criteria	Evaluation Method
Basic Information Form:		
Section 1	Basic Information about the Tenderer	Not scored, but must be completed
Section 2	Basis for Mandatory Exclusion	Acceptable – Completed with each response being “No”, or “Yes” with evidence of acceptable remedial action Unacceptable – Incomplete or any one or more responses being “Yes” without evidence of acceptable remedial action.
Section 3	Basis for Discretionary Exclusion	Acceptable – Completed with each response being “No”, or “Yes” with evidence of acceptable remedial action Unacceptable – Incomplete or any one or more responses being “Yes” without evidence of acceptable remedial action.
Section 4	Additional Modules Insurance	Acceptable – Completed with each response being “Yes” Unacceptable – Incomplete or any one or more responses being “No”.
	Equality	Acceptable – Completed with response to Q1 and Q2 being “No”, or “Yes” with evidence of acceptable remedial action, and with response to Q3 being “Yes”. Unacceptable – Incomplete or response to Q1 and/or Q2 being “Yes” without evidence of acceptable remedial action, and/or response to Q3 being “No”.
	Environmental Management	Acceptable – Completed with response to Q1 being “No”, or “Yes” with evidence

		of acceptable remedial action, and with response to Q2 being "Yes". Unacceptable – Incomplete or response to Q1 being "Yes" without evidence of acceptable remedial action and/or response to Q2 being "No".
	Health and Safety	Acceptable – Self-certification completed and response to Q2 being "No", or "Yes" with evidence of acceptable remedial action and response to Q3 being "Yes". Unacceptable – Self-certification incomplete or response to Q2 being "Yes" without evidence of acceptable remedial action and/or response to Q3 being "No".
	Data Protection	Acceptable – Self-certification completed and response to Q2 being "No", or "Yes" with evidence of acceptable remedial action and response to Q3 being "Yes". Unacceptable – Self-certification incomplete or response to Q2 being "Yes" without evidence of acceptable remedial action and/or response to Q3 being "No".
Section 5	Declaration	Not scored, but must be completed

Qualitative Questions:

Award Criteria	Information to Assess	Evaluation Questions (How will S4C evaluate the response)	Weightings
Written Statement:			
Relative qualifications, professional expertise and experience of supplying similar service	Description of the Tenderer's relevant qualifications and professional expertise. Details of the Tenderer's experience of providing similar services.	Has the Tenderer demonstrated that it has the relevant qualifications and professional expertise to provide the service. Has the Tenderer provided evidence of up to three previous agreements relevant to S4C's requirements? Have those contracts been performed within the last three years?	10% 5%
An understanding of S4C's needs	Description of the Tenderer's understanding of the strategic risks facing S4C.	Does the Tenderer's response demonstrate an understanding of the key	7.5%

	<p>Description of the Tenderer's recommendations for managing the key strategic risks relevant to S4C, including how such measures will assist S4C to ensure that its public services are provided successfully in accordance with S4C's Performance Measuring Framework.</p>	<p>strategic risks to S4C's business?</p> <p>Does the Tenderer's response demonstrate how it will add value to the process of managing and aligning these risks and assist S4C to ensure that its public services are provided in accordance with S4C's Performance Measuring Framework?</p>	7.5%
Audit Approach	<p>An indication of an audit needs assessment together with an explanation of the processes used to determine the assessment of needs.</p>	<p>Does the Tenderer's response demonstrate that it has effective processes for identifying audit matters and to respond to them?</p>	5%
	<p>Description of the Tenderer's reporting methods.</p>	<p>Has the Tenderer demonstrated that it has effective reporting methods that will ensure punctual and effective reporting provisions to S4C?</p>	5%
	<p>Description of the Tenderer's procedures for quality assurance.</p>	<p>Does the Tenderer's response demonstrate that it has effective procedures and techniques to ensure the quality of work?</p>	5%
	<p>Description of how the Tenderer intends to provide the service.</p>	<p>Has the Tenderer demonstrated that it has effective processes for separating the public and general funds?</p>	5%
	<p>Indicative plan for the first year.</p>	<p>Does the Tenderer's indicative plan for the first year demonstrate that it has relevant and effective plans for providing the service and for collaborating with third parties (where</p>	5%

		relevant) including the external auditors?	
Language ability	Description of how the Tenderer will provide a Welsh language service.	Does the Tenderer's response demonstrate that it has staff with sufficient Welsh language skills or other processes in place to provide a Welsh language service?	10%
Staffing and availability of the main contact	Details of the Tenderer's key staff to be assigned to the services.	Does the Tenderer's response demonstrate that the key staff have relevant experience of providing a similar service, and that the Tenderer intends to allocate the time of staff with different levels of experience to the services as appropriate? Has the Tenderer explained that it has effective processes to ensure staff continuity?	7.5% 7.5%
Fee	Details of the Tenderers fee for the first year in accordance with the indicative plan	Has the Tenderer provided details of the yearly fee including the requested daily rates?	20%

Please find attached at Appendix 2 the matrix setting out how the information required at part 3.1 above will be evaluated in accordance with these criteria.

Following submission of the written tenders in accordance with this Invitation to Tender, each panel member will make an initial evaluation of the tender responses in relation to each criteria (excluding the Fee) by applying the evaluation matrix set out in Appendix 2. The panel members shall then convene to moderate and reach a consensus and agree the final score against each criteria. S4C may, but are not obliged to, appoint an independent moderator to support evaluators in reaching a consensus score.

Fee Evaluation

S4C will evaluate the fee(s) provided by all Tenderers using the following formula: lowest fee provided as part of the tender divided by the Tenderer's submitted fee. S4C may exclude responses that have provided abnormally low fees. The service fee will be weighted at 20%.

5.3 Disqualification of Tender Responses/Tenderers

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

- (a) a tender response does not comply in any respect with the requirements of this ITT;
- (b) any information provided to S4C by the relevant Tenderer (or, in the case of a consortium, any of its members), is incomplete, inaccurate or misleading in any respect or ceases to be correct;
- (c) the Tenderer has colluded with any person (excluding, where the Tenderer is a consortium, collusion between consortium members in relation to the consortium's tender response) in relation to or in connection with its or any other Tenderer's tender response;
- (d) your Tender fees appears to be abnormally low and, having been asked to explain your Tender (or the parts which S4C consider to be abnormally low), the response does not satisfactorily account for the low level of fees.

Disqualification of any tender response or Tenderer will be without prejudice to any other rights or remedies of S4C.

5.4 Contract Award

Subject to the provisions of Part 6.1 below and following completion of the evaluation of tender responses, S4C will inform Tenderers of the results of the evaluation via e-mail correspondence.

Should the winning tenderer decline to accept the contract, then it will be offered to the next ranked tenderer, until it has been accepted.

The Tenderer whose tender response has been successful will then be required to enter into an agreement with S4C. No contract will be formed unless and until S4C executes the agreement. No oral or written acceptance of any tender or notification that a Tenderer has been successful will constitute a contract.

Part 6 Legal Notes

6.1 No Obligation to Offer the Contract

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

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

6.2 Conflict of Interest

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

6.3 Required Clauses

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

- i. Insurance requirements:** the successful Tenderer will have public liability insurance with a minimum of £10 million, employer's liability insurance with a minimum of £10 million, professional indemnity insurance with a minimum of £5 million and any other relevant insurance in accordance with good industry practice;
- ii. Intellectual property:** S4C will be granted a royalty free, perpetual, unencumbered licence of copyright and other rights in any and all reports or documents created in the provision of the services in order to enable S4C to use such reports or documents as it deems fit in its absolute discretion for the full period of copyright;
- iii. Conflict of interest:** the successful Tenderer will be expected to act in S4C's best interests at all times and not to do anything which could conflict with S4C's best interests, adversely impact on S4C's goodwill or reputation and/or the company's obligations under the agreement;
- iv. Warranty of compliance:** the Tenderer will be expected to warrant that it shall provide the services in accordance with all applicable laws;
- v. Confidentiality:** the successful Tenderer shall use S4C's confidential information solely for the purposes of performing its obligations under the agreement and it shall not disclose any confidential information to any person other than to its staff or to comply with any legal obligations;
- vi. Freedom of Information Act:** the successful Tenderer will be expected to provide all reasonable assistance to S4C to enable S4C to deal with any requests made in accordance with the Freedom of Information Act 2000;
- vii. Limitations of liability:** it is expected that any limits on the liability of the successful Tenderer shall not be less than its insurance levels;
- viii. Termination rights:** it is expected that S4C may terminate the agreement on giving 1 month's notice. S4C may also terminate the agreement immediately where the successful Tenderer is in material breach of any of its obligations, where any of the key personnel are unavailable to provide the services, where the Tenderer is wound up, where a receiver is

appointed over any of the Tenderer's assets, where the Tenderer is unable to pay its debts, where the Tenderer ceases to carry on its business, or where there is any change of control of the Tenderer;

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

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

6.4 Codes of Practice and Guidelines

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

- Health and Safety Legislation
- GDPR and Data Protection Act 2018
- S4C Statement of Commitment to Diversity

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

6.5 Freedom of Information

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

6.6 Data Protection

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

6.7 Confidentiality and Publicity

By submitting a response to this tender, Tenderers agree to keep confidential any information which is disclosed or otherwise made available to them by S4C in any medium whatsoever during or in connection with this tender process. Tenderers shall not

to use such information for any purpose other than the preparation of the tender response and shall not to disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the tender response. Such obligations of confidentiality shall not apply to documents already in the public domain at the time it is disclosed or made available to them by S4C.

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

6.8 Disclaimer

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

6.9 Tender Costs

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

6.10 Amendments to Tender Documents

S4C reserves the right to make changes to the tender documents prior to the deadline set out in Part 4.1 above. To allow time for such amendment to be taken into account S4C may, at its discretion, extend the dates set out in Part 4.1 above.

6.11 Copyright

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

6.12 Non-Collusion

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

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

6.13 Inappropriate Conduct

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

of S4C concerning another tendering organisation may result in disqualification at S4C's sole discretion.

6.14 Governing Law

This ITT shall be governed by the laws of England and Wales (as they apply in Wales) and each Tenderer agrees, by returning a tender response, to submit to the exclusive jurisdiction of the courts of England and Wales (sitting in Wales).

APPENDIX 1

TENDER EVALUATION MATRIX

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

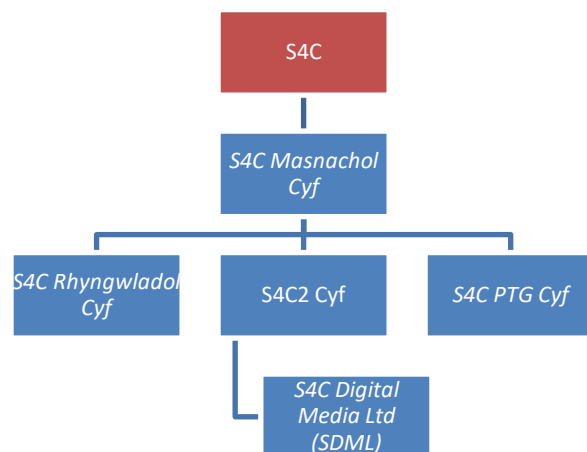
APPENDIX 2

BASIC INFORMATION FORM

(See document attached)

APPENDIX 3

S4C Corporate Structure



Key:

Public Service Fund

General Fund