

**MINI COMPETITION SPECIFICATION ISSUED UNDER THE FOOD  
SECTOR DEVELOPMENT FRAMEWORK AGREEMENT -  
F062/2021/2022**

<b>CONTRACT REFERENCE:</b>	<b>C233/2022/2023</b>
<b>TITLE:</b>	<b>Clusters for Success</b>
<b>LOT NUMBER:</b>	<b>Lot 1 - F062/2021/2022</b>
<b>CONTRACT MANAGER:</b>	[redacted personal information]
<b>ANTICIPATED CONTRACT BUDGET:</b>	£2.495m – including extension option

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

## **1. INSTRUCTIONS TO BIDDERS**

This Invitation to Quote Document (ITQ) has been prepared on behalf of the Welsh Ministers, herein after referred to as 'the Client', in order to establish a contract for Clusters for Success.

The successful bidder must agree to the Terms and Conditions for F062/2021/2022 – Food Sector Development Framework Agreement as well as the contract specific terms detailed within this document.

Quotes may be received in Welsh and English. Any quote submitted in Welsh will not be treated less favourably than a quote submitted in English. All subsequent correspondence / communications will be conducted in keeping with the language of the submitted quote.

Submissions will be evaluated and scored against the criteria in Section 5 and Annex 1 of this document. The Client may contact Bidders if necessary to clarify submissions throughout the quotation process.

Only one quote will be accepted from each Bidder. Multiple variants will not be accepted.

In so far as it is compatible with any relevant laws, the Client reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the contract or to reject any or all Quotes. In no circumstances will the Client incur any liability in respect of the foregoing.

Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by the Client. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. The Client shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process, and in this respect, the Bidder shall have no recourse to the Client.

Except for manifest error or as may otherwise be expressly agreed by both the Client and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by the Client for a period of one hundred and eighty days (180) days. Therefore, Bidders are cautioned to verify their proposals before submission to the Client. The Client reserves the right, at their absolute discretion not to accept any Bid submitted in response to this ITT.

Prior to submitting its Bid, the Bidder is responsible for ensuring that all proposed suppliers and sub-contractors are fully aware of all the technical, commercial and legal requirements relating to this procurement.

The Client intends to conduct this procurement using the BravoSolution etenderwales portal:- <https://etenderwales.bravosolution.co.uk/web/login.shtml>

BravoSolution has overall responsibility for any technical queries including:

- access to the BravoSolution e-tenderwales portal,
- access to the online version of this ITT and technical parameter documents via the Portal; and system advice and guidance

BravoSolution can be contacted on 0800 368 4850 or by e-mail to [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk).

Any queries / clarifications relating to the Bid should be directed via the message portal. Once a Bidder raises any queries, the Client's responses will be posted via the message portal within the e-tenderwales system. Please note that Bidders can raise clarifications on the content of this ITQ until:

**16:00 BST on Monday 16<sup>th</sup> January 2023**

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

**16:00 BST on Friday 20<sup>th</sup> January 2023**

Late clarifications and/or Bids submitted after the deadline may, at the Client's discretion, be discounted from further consideration.

Bidders should read the instructions within this ITQ and any instructions provided on the eTenderWales portal before submitting a Bid Response to this ITQ. Failure to comply with these requirements for completion and submission of the Bid Response may result in the rejection of the Bid Response. Bidders are therefore advised to acquaint themselves fully with the instructions and conditions set out in this ITQ.

Bidders should respond as follows on the eTenderWales portal:

#### **Complete the Technical Response:**

Before completing the Technical Response, the Bidder must download and complete the Technical Response Template. The Template[s] must be completed and re-uploaded to the Technical Response.

#### **Complete the Commercial Response/ Price Schedule:**

Before completing the Commercial Response, please note the instructions. The Template must be completed and returned.

Prices must be stated in Sterling (GBP) and be **exclusive of VAT.**

The Client requires adherence to all instructions and conditions within this ITQ from each of the Bidders and the participation in the tender process by each of bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

Bidder responses to questions in the Technical response must comply with the Word count where specified. **Please note that information provided outside of the scope of the word count will be disregarded.** Unless required specifically to do so, Bidders are not required to submit any other information.

To constitute a bona fide Bid Response, it is essential that all information requested is duly completed and returned. Any details not provided, fully completed or saved to the incorrect response envelope may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Bid Response being rejected at the absolute discretion of the Client.

If any of the information supplied in the Bid Response documents changes in the ensuing evaluation period, or thereafter, Bidders must provide the Client promptly with full details in writing of the relevant changes.

If after viewing the ITQ package a Bidder decides not to submit a Bid, the Client would be grateful if the Bidder would supply reasons for not responding to this ITQ through the relevant area on the portal.]

**The deadline for final submission of quotations is 16:00 on the Friday 20<sup>th</sup> January 2023.**

## **2. STRATEGIC CONTEXT AND BACKGROUND**

### [A Vision for the Food & Drink Industry from 2021 \(the Vision\)](#)

- 2.1 The Vision sets the ambition to 'create a strong and vibrant Welsh food and drink sector with a global reputation for excellence, having one of the most environmentally and socially responsible supply chains in the world'. This includes the need to help Industry 'reduce the carbon footprint of manufacturing through process efficiency, resource use, and waste reduction'<sup>1</sup>.
- 2.2 Interventions include supporting businesses to adopt best practice, tech innovation and digitisation through collaboration with delivery partners, such as, but not limited to, AMRC Cymru, the Food Innovation Wales network and AberInnovation.

The Vision recognises that the Cluster Network plays a key role in the dissemination of latest market and research information to food and drink businesses across the UK, as shown by the Action Point '*Knowledge is Power*'. Additionally, the

---

<sup>1</sup> [A Vision for the Food & Drink Industry from 2021](#)

cluster network, and the business intelligence obtained by the activities listed above enable the Welsh Government to understand issues and prepare solutions to support the food and drink business cases and to societal calls to action. This gathering of data and insight proved invaluable during the Covid pandemic, and through the multiple issues that have/will impact the food and drink industry.

- 2.4 In addition, the action point 'Build Networks' identifies the power of 'clustering' to 'share resources and ideas', and to create links across 'research, training and technical expertise'<sup>2</sup>. The Welsh Government wishes to deepen and broaden the cluster model in all parts of the industry, crossing boundaries into other sectors of our food and drink industry. This will be linked with research, training, and technical expertise.
- 2.5 The last few years have shown the resilience and the fragility of supply chains and the importance of food security, especially when they stretch internationally. We have learnt the value of striving to keep them short and local - collaborating within our communities to support a Foundational Economy approach and is important to future economic prosperity in Wales.

#### Mission for Clusters

- 2.6 The Food and Drink Wales Clusters Programme was developed to 'bring together suppliers, academia and government with the key objective of helping businesses achieve accelerated growth in sales, profit and employment'. Clusters seek to capture the economic advantages, from which business can benefit, through a cohesive network of various actors who have formed around a shared interest.
- 2.7 Clusters are concentrations of interconnected companies, specialised suppliers, service providers, firms in related industries, and associated institutions (e.g. universities, standards agencies, trade associations) in a particular field that compete but also cooperate'. Clusters can be based on thematic groups or on a geographical basis.
- 2.8 The long-term purpose of clusters is to change in business behaviour towards collaborative relationships. This is referred to as the 'collaboration journey', whereby the experience of realising the benefits of collaboration can incentivise more open and shared business interactions.
- 2.9 Individual Clusters are not meant to replicate or replace trade bodies, act as a lobby organisation or other sector associations but rather exist to create a space to allow businesses to learn from one another and co-operate should circumstances allow.

---

<sup>2</sup> [A Vision for the Food & Drink Industry from 2021](#)

## Existing Cluster Network

The existing [Food & Drink Business Cluster Network](#), includes the following:

- **High Impact (CEO) (North and South) Clusters**

The High Impact CEO Cluster brings together companies that have ambitious growth targets. Split in two geographical groups (North and South), the cluster is targeted at the larger food processors in Wales. The cluster encourages collaboration and co-operation to maximise growth opportunities for members.

Currently each Cluster has over 40 members. Prior to COVID, each cluster generally held quarterly networking dinners with guest speakers. Each meeting would be attended by CEOs of the company. There has also been a Technical Directors dinner trialled with success. Several projects have developed from the meetings including a waste reduction project.

- **Drinks Cluster**

Covering all aspects of the drinks industry, the drinks cluster incorporates the Beer and Cider, Spirits, Wine and Non-Alcoholic Special Interest Groups. Each Special Interest Group has an identity and marketing strategy tailored to each sector's positioning and needs.

Each of the Special Interest Groups (SIGs) generally meet virtually once a month. Pre covid these meetings used to take place in person every quarter, however regular meetings now happen on-line. Some of the projects delivered include;

- Members collaborating during the pandemic to create hand sanitiser for local health establishments.
- The wine SIG members have recently worked together to write a strategy for the sector.
- The Drinks Welsh campaign has brought members together to develop a calendar of events around special occasions (Christmas, World Cup etc). This has generated a large amount of PR.
- The beer and cider SIG, in partnership with the skills programme, developed a bespoke training package for Master Brewers.

- **Fine Foods Cluster**

The Fine Food Cluster comprises of companies who have obtained (or aspiring to win) a Great Taste Award. The cluster provides members with an easy and accessible way to share, support, and solve problems and develop opportunities as well as save money by joint purchasing.

The Cluster has groups established for both North and South Wales, who meet quarterly. Members from the groups work collaboratively on projects to generate economic gains. Examples of projects delivered include;

- Hampers and Gifting project – over 85 companies collaborated with 16 lead partners. The Christmas hamper project generated significant sales for the members.
- Tuck In – a yearly conference with prominent guest motivational speakers that encourages collaboration.
- Delivered the TUCK In marketing masterclass conference in conjunction with Food and Drink Industry Board
- Destination North West, South West and Destination London projects – Cluster members working in partnership to expand sales in the listed areas.

- **Honey Cluster**

The Welsh Honey Cluster brings together business minded beekeepers who have ambition to grow alongside commercial government and academic partners. The cluster is dedicated to raise the profile and production of 100% Welsh honey.

The Honey Cluster meet quarterly and consist of study tours, guest speakers and discussion. Collaborative projects have included;

- Investigation into the possibility of applying for a Geographical Indication for Welsh Honey.
- Attendance at trade fairs, national and international.
- Collaborative marketing to promote the benefits of pure Welsh honey.

- **Nutriwales Cluster**

Membership of the Nutri-Wales cluster is open to all Welsh food and drink producers, academia, food centres, and public sector organisations that have a specific interest in food products, and the relationship between food, nutrition, and health.

Examples of activity within the cluster has included;

- Developed a Control Environment Agriculture (CEA) Special Interest Group.
- Working in partnership with the Future Foods Programme to develop projects and disseminate learnings.
- Working collaboratively with Welsh universities to drive innovative solutions to current and future issues, projects include research on healthy ageing.

- **Seafood Cluster**

The Welsh Seafood Cluster aims to bring together fishermen, fishmongers and aquaculture businesses that have an ambition to grow. The cluster is dedicated to adding value to Welsh Seafood caught or farmed on Welsh shores.

The Seafood cluster has a couple of special interest groups. Meetings generally take place quarterly. Some of the achievements include;

- Establishment of a Women in Fisheries Group.
- Special Interest Group for Export, which included support to members when attending trade shows virtually or in person.
- Establishment of Special Interest Groups, including Seaweed and Cockles.
- Branding and Tagging project – including Lobster and Bass.

- **Sustainability**

Welsh Government seeks to support the Welsh Food and Drink Industry in their quest to have one of the most sustainable supply chains in the world. The Sustainability Cluster brings together agri-food companies that have sustainability at the core of their growth aspirations.

The cluster now has over 130 members engaged and promotes best practice across the industry. The cluster meet quarterly and has regular speakers who shared experiences, knowledge and best practice. Projects delivered through the cluster have included;

- Support for members to attain their B-Corp Certificate. Over 20 members are now either certified or working towards certification.
- Sustainability Training – working in collaboration with Food Skills Cymru to shape a new pilot training programme.

- **Horticulture**

This pan-Wales project identifies and develops appropriate clusters of horticulture product businesses operating in short supply chains. These focus on waste reduction and optimising economic returns through improving shelf life and decreasing harvest losses, major limitations to business growth.

The cluster has worked collaboratively with Tyfu Cymru to increase the skills of the sector.

The Cluster included a number of Special Interest Groups such as the National Heritage Orchard Cluster, Vale of Clwyd Denbigh Plum Cluster, Welsh Heritage Orchard Cluster, Niche Crop Development Cluster and the Wales Herbs & Spices Cluster.

### **3. OBJECTIVES**

3.1 The key objectives of the Contract are to:

- I. Manage and deliver the functions and activities of one or more individual clusters, as outlined in the Requirements below, on behalf of Food Division, for up to a 2-year period until 31 March 2025, with the option to extend for an additional 1 year, from 1 April 2025 until 31 March 2026, subject to additional funding becoming available and performance. Start dates for the individual clusters are given in the Requirements section below.
- II. Identify and implement industry driven solutions to business needs, as regards improving levels of business sustainability in the food and drink manufacturing and processing sector.
- III. Facilitate inter-business collaboration across the food and drink industry, for a change in business behaviour along the 'collaboration journey', away from direct competition and towards a greater openness and sharing of knowledge and resources.
- IV. Encourage cluster members to stimulate co-operation to achieve and accelerate growth and improve productivity as well as raise the profile of the sector. In addition, contractors would be expected to encourage and facilitate co-operation and collaboration between different clusters.
- V. Drive Cluster recruitment so that membership extends to all Welsh regions and, within a clearly defined rationale for cluster participation, the successful bidder will encourage inclusivity across different business sizes, development and sub-sectors, as well as businesses from other parts of the supply chain. Cluster membership should include wider industry players, as mentioned in point 'VI' below.
- VI. Embed a 'triple helix' approach to delivery, and actively promote and provide the means for businesses to engage and collaborate with wider players across food and drink, such as academia, trade associations, buyers, the third sector and government. Cross-cluster collaboration is encouraged.
- VII. For the Cluster to act as a 'feeder' for businesses to engage with available support programmes, funding sources and events, at a Wales and UK level, that will help improve business sustainability.
- VIII. All activity must underpin the objectives of the Programme for Government and the Well-being & Future of Generations Act, as well as the Vision for the Food & Drink Industry referenced earlier.

## 4. REQUIREMENTS

4.1 Contractors are invited to submit bids to deliver one or more of the Workstreams outlined in the following table.

Workstream Code	Cluster Name	Start date	End date*	Maximum Value (£) for full term excluding VAT
Workstream A	Fine Food Cluster (inc. Honey Cluster)	1 July 2023	31 March 2025	400,000
Workstream B	Drink Cluster	1 April 2023	31 March 2025	300,000
Workstream C	Seafood Cluster	1 July 2023	31 March 2025	80,000
Workstream D	Nutri-Wales Cluster	1 April 2023	31 March 2025	90,000
Workstream E	CEO North Cluster	1 April 2023	31 March 2025	80,000
Workstream F	CEO South Cluster	1 April 2023	31 March 2025	80,000
Workstream G	Horticulture Cluster	1 April 2023	31 March 2025	80,000
Workstream H	Sustainability Cluster	1 April 2023	31 March 2025	300,000

\* There will be an option to extend for an additional 1 year, from 1 April 2025 until 31 March 2026, subject to additional funding becoming available and performance. The total value for these extensions will be £705,000 across all workstreams.

### 4.2 Overall Objectives – all clusters:

- Contractors would be expected to manage and deliver the functions and activities of the Cluster on behalf of Food Division, through the organisation of regular meetings (either virtual or in-person) of cluster members or relevant specialist interest groups.
- Contractors would be expected to implement mechanisms that improve consensus, shared behaviours and cooperation, and help progress businesses along the ‘collaboration journey’.
- To develop the potential and opportunity to widen the Cluster’s funding streams, and to incorporate business investment for different activities. This

would include scoping the possible introduction of charging for Cluster membership as the contract period ends.

- To encourage membership growth and engagement, around a clear rationale for Cluster participation, based on a commitment to develop collaborative behaviours.
- Contractors would be expected to work with Cluster members to develop a Delivery Plan for the duration of the contract (including the possible extension) and submit this to Welsh Government within six months of contract start
- Contractors will be expected to develop and agree a terms of reference with the Cluster members, so that members are clear as to what the Cluster is to achieve. The terms of reference would be expected to reflect the goals of the Welsh Government's [Strategic Vision for the Food & Drink Industry from 2021](#). This would be submitted to the Welsh Government within six months of contract start.
- To improve the number of collaborations between businesses, either informally or through the development of projects or formalised activity. Facilitate inter-business collaboration across the food and drink industry, for a change in business behaviour along the 'collaboration journey', away from direct competition and towards a greater openness and sharing of knowledge and resources.
- These collaborations should seek to help businesses improve productivity and support the adoption of innovation, technology, digital solutions and skills development and contribute to the acceleration of growth of individual cluster members.
- To undertake activities to boost membership across all regions of Wales, including businesses that form part of the supply chain to the Workstreams identified above. To take actions to encourage inclusivity across different business sizes, development and sub-sectors. Cluster membership should include wider industry players.
- To provide to cluster members information about relevant business support schemes, such as, but not limited to, relevant funding mechanisms that would allow for collaborative projects between members to proceed or skills and staff development programmes.
- Contractors and clusters would not be expected to fund or organise attendance at Welsh Government attended trade shows from the allocated budget, but rather work with existing Welsh Government programmes in relation to these events. Contractors would be expected to liaise with Welsh Government regarding attendance at any non-Welsh Government supported event, including the charging model for Cluster members.

## Governance

- 4.3 Governance and project management procedures for the Cluster's operational delivery will be agreed with the Client and will include regular reporting, to be provided on a formal basis. This will be at a minimum of quarterly reports in a format to be agreed with the Client and would be expected to include financial data relating to cluster activity. Clusters may be asked to provide ad-hoc information on sector performance to assist Welsh Government.
- 4.4 The contractor will also participate fully with the wider governance arrangements for the food and drink business cluster network, including attendance at monthly Cluster 201 meetings.
- 4.5 The contractor will be expected to make available the functions and resources of the Cluster to support the Welsh Government in wider activities relating to business support, for example engagement in research projects, focus groups, communication activities, etc., which may arise on an ad hoc basis.
- 4.6 Sustainability, equality and diversity must be considered at all times. Consideration of the Future Generation Act and consideration of young people must be given in all aspects of the work
- 4.7 The contractor must make provision to deliver all services through the medium of Welsh, please refer to section below on the Welsh Language Standards.

### **Indicators & Metrics**

- 4.8 The contractor will agree performance indicators and metrics with the client as part of the delivery plan, which will measure programme output and provide the basis for evaluation. These should include at a minimum:
- 'Activity Indicators' to measure the number of members, the number initiatives or events delivered by the Cluster and the level of engagement with them.
  - 'Performance Indicators' to measure the impact of activities on Cluster member businesses.
  - A qualitative assessment of collaborative behaviour within the Cluster based on business experience, such as number of collaborations and the impacts that they have had on Member's businesses.
- 4.9 Such metrics could include, but not limited to, jobs assisted, products developed, training undertaken, new markets developed (for example outside of Wales), links with schools and educators and public relations opportunities. Additionally, metrics such as working towards industry accreditation and higher Food Hygiene Rating Scheme scores, winning awards, and providing fair work are all aspects of good reputation common to all clusters and could be considered. The metrics will be agreed within the Cluster Delivery Plan.

- 4.10 Reporting of agreed metrics will be at least Quarterly, it may be necessary to report some metrics more frequently or on an ad hoc basis to support other Welsh Government activities. This will be agreed as part of the Cluster Delivery Plan.

## **5. SPECIFICATIONS FOR INDIVIDUAL CLUSTERS**

Individual clusters will have the following specific objectives.

### **Workstream A Fine Food Cluster (inc. Honey Cluster)**

In addition to the overall objectives given in Section 3.2 above, the Fine Food Cluster would be expected to have the following specific objectives:

- The cluster provides members with an easy and accessible way to share, support, and solve problems as well as save money by joint purchasing.
  
- The Cluster has groups established for both North and South Wales, who meet quarterly. Members from the groups work collaboratively on projects to generate economic gains.
  
- Support Cluster members to access new and existing markets through group activities. Facilitate attendance of Cluster members at non-Welsh Government attended events. Members must make a fair contribution to attend.
  
- Host separate meetings for Honey producers as an enhanced Specialist Interest Group, at least quarterly, with specialist site visits as appropriate.
  
- To raise the profile and production of 100% Welsh honey, for example by using collaborative marketing to promote the benefits of pure Welsh honey.
  
- Facilitate attendance of Cluster members at non-Welsh Government attended events. Members must make a fair contribution to attend.

### **Workstream B Drinks Cluster**

In addition to the overall objectives given in Section 3.2 above, the Drinks Cluster would be expected to have the following specific objectives:

- To facilitate and increase membership of the five Specialist Interest Groups:
  - Beer & Cider
  - Wine
  - Spirits
  - Water & Soft Drinks

- Hot Beverages.
- To liaise with the Pub, Bar, Restaurant and Café group that is co-ordinated by Visit Wales.
- To support the delivery of campaigns such as #CaruBlasCaruCymru, as well as undertaking targeted activity that would account for key calendar dates.
- To support the continued development of apprenticeships and training for the sector as a whole, and to liaise with relevant skills providers as appropriate.
- Facilitate attendance of Cluster members at non-Welsh Government attended events. Members must make a fair contribution to attend.

### **Workstream C     Seafood Cluster**

In addition to the overall objectives given in Section 3.2 above, the Seafood Cluster would be expected to have the following specific objectives:

- Bring together fishermen and aquaculture businesses that have an ambition to grow. Add value to Welsh Seafood caught or farmed on Welsh shores, with a particular emphasis on small scale operations to increase productivity.
- Emphasis on collaborations that drive adding value to product for example via land-based activities
- Maintain the Women in Fisheries Group.
- Work with the Export Cluster to support those businesses wishing to export product.

### **Workstream D     Nutri-Wales Cluster**

In addition to the overall objectives given in Section 3.2 above, the Nutri-Wales Cluster would be expected to have the following specific objectives:

- Identifying and submitting applications for suitable funding opportunities to facilitate collaboration.
- To work with the Welsh Government Insight programme to identify future trends and horizon scanning and disseminate this information to cluster members.
- The cluster team will maintain activity with the established Special Interest Groups SIGs to facilitate knowledge transfer and skills improvement, to provide an environment for collaboration and viable solution creation and identify potential funding opportunities.
- To foster and nurture relationships with universities, organisations and research centres to support future collaborations and opportunities.

- Support R&D activity amongst Cluster members.
- Undertaking interactive sessions and workshops to identify opportunities, create cutting-edge innovation ideas, develop cluster activity with new partners and relationships across industry, academia and Government, both nationally and internationally.
- Incorporate citizen science and consumer insight activities where feasible and relevant through quantitative research and/or focus groups.
- Continued support for businesses that are re-assessing R&D strategy to ensure business resilience in response to covid-19 and Brexit impacts

### **Workstream E      CEO North Cluster**

In addition to the overall objectives given in Section 3.2 above, the CEO North Cluster would be expected to have the following specific objectives:

- To facilitate a CEO cluster (North Wales) which will engage economically important food and drink processing companies in an environment to stimulate interaction, exchange of ideas and expertise, plus business-to-business development.
- Re introduce on a regular basis face to face engagement with CEO's of partner businesses
- Create an avenue for a diverse range of larger and strategically important business top meet to discuss barriers to growth e.g. inflation, tax changes, staffing shortages, disruption to supply chains. To consider and debate opportunities for Wales food and drink industry.
- Recruit new businesses into various strategic interventions for example benchmarking the top performing companies within the region.
- To facilitate meetings at industry sites to allow companies to collaboratively identify solutions to industry problems.

### **Workstream F      CEO South Cluster**

In addition to the overall objectives given in Section 3.2 above, the CEO South Cluster would be expected to have the following specific objectives:

- To facilitate a CEO cluster (South Wales) which will engage economically important food and drink processing companies in an environment to stimulate interaction, exchange of ideas and expertise, plus business-to-business development.
- Re introduce on a regular basis face to face engagement with CEO's of partner businesses

- Create an avenue for a diverse range of larger and strategically important business top meet to discuss barriers to growth e.g. inflation, tax changes, staffing shortages, disruption to supply chains. To consider and debate opportunities for Wales food and drink industry.
- Recruit new businesses into various strategic interventions for example benchmarking the top performing companies within the region.
- To facilitate meetings at industry sites to allow companies to collaboratively identify solutions to industry problems.

### **Workstream G     Horticulture Cluster**

In addition to the overall objectives given in Section 3.2 above, the Horticulture Cluster would be expected to have the following specific objectives:

- To improve the productive efficiency of businesses in resource, material and energy use.
- To support the sourcing and supply chains of Welsh horticultural businesses, and to reduce 'food miles'.
- To engage with NutriWales Cluster in relation to CEA production..
- To facilitate the widespread adoption of best practise, bringing horticulture based businesses together

### **Workstream H     Sustainability Cluster**

In addition to the overall objectives given in Section 3.2 above, the Sustainability Cluster would be expected to have the following specific objectives:

#### **Business Development**

- To improve the productive efficiency of businesses in resource, material and energy use towards reducing carbon footprint, including raising the environmental standards of commercial property and exploring the potential for fuel switching.
- To improve circularity and the adoption of 'reuse, recycle, repair' across the production cycle and in the reduction of avoidable food and material waste.
- To support better levels of sustainability in the sourcing and supply chains of Welsh food and drink businesses, and to reduce 'food miles'.
- To support the adoption of innovation, technology and digitisation where this helps achieve improved sustainability.
- To ensure businesses engaged in the cluster prioritise and value their workforces.

## Market & Consumer

- To explore the potential for using business sustainability credentials to promote the reputation of Welsh food and drink produce, with a view to improving market access and sales<sup>3</sup>.
- To target the Vision's success measure to increase 'the proportion of businesses that hold independent accreditation', where the scheme demonstrates sustainability credentials.
- To provide support for food and drink businesses that helps them adapt and deliver for a consumer shift to a healthier and sustainable diet.

## Capability & Opportunity

- To facilitate the widespread adoption of best practise in environmental responsibility through knowledge transfer and peer-to-peer advice.
- To support the refocusing of business and workforce training and skills as an enabler for net zero.

## 6. CLARIFICATION / BID SUBMISSION - PROCEDURES AND DEADLINES

- 6.1 Each Contractor is invited to submit full detailed Bids in response to this ITT.
- 6.2 You will need to submit a separate template for each individual Workstream you wish to bid for.
- 6.3 You must ensure that each individual template clearly identifies the Workstream Code and Cluster Name. Templates that do not contain this information will be rejected.

## 7. CONTRACT AWARD EVALUATION CRITERIA

- 7.1 The contract will be awarded to the most economically advantageous tender in terms of value for money based on the following criteria, which are listed including the weighting applicable to each criterion.
- 7.2 Weightings for evaluation will be as below:

Technical Evaluation	80%
Commercial Evaluation	20%

---

<sup>3</sup> Research shows that 81% of consumers say they are more likely to buy from a brand with a positive approach to sustainability. **Doing Better Business: Opportunities for Welsh food and drink manufacturers in responsible & green growth – Food and Drink Wales – March 2017.**

Section & Question Weightings		
	<b>Understanding of the Requirement</b>	
Q1	Fulfilment of Lot Requirement	35%
Q2	Strategic Context	15%
	<b>Service Delivery</b>	
Q3	Service Delivery	20%
	<b>Innovation</b>	
Q4	Innovation	10%
Total		80%

7.3 **All bidders should note that if they wish to bid for more than one workstream, they may submit a separate technical response for each so that they can tailor their approach to the workstream in question.**

7.4 The commercial evaluation will be split as follows and per cluster with a combined score then provided to each bidder (ie there may be a situation where no bidder secures the maximum 20% available). The rates required are daily and based on 7.5 hour days:

Section & Weightings	
Contract Manager/Lead Consultant	5%
Other Senior Manager/Senior Consultant	5%
Manager/Consultant	4%
Contract Support/Consultancy Support	3%
Administration Role	3%

7.5 Hourly rates are also requested as part of the commercial submission however, these will not form part of the evaluation but will apply to call-offs from the contract, if the daily rate does not apply.

## 8. BUDGET

8.1 Prices must be stated in Sterling (GBP) and be exclusive of VAT. Bids will be considered which are within the budget as laid out in the table below (excl. VAT). Bids which exceed this value will not be considered.

8.2 This budget will be required to cover **all** the costs associated with the delivery of the requirements for the time period indicated in the table at 4.1 above.

8.3 In addition contractors would be expected to provide separately a budget for an additional **12 months of activity** that would cover the period 1 April 2025 to 31 March 2026. Any extension would only be granted if additional funding were to be identified, and additionally would be subject to performance.

Workstream Code	Cluster Name	Start date	End date	Length (months)	Maximum Value (£) for full term excl VAT
Workstream A	Fine Food Cluster (inc. Honey Cluster)	1 July 2023	31 March 2025	21	400,000
Workstream B	Drink Cluster	1 April 2023	31 March 2025	24	300,000
Workstream C	Seafood Cluster	1 July 2023	31 March 2025	21	80,000
Workstream D	Nutri-Wales Cluster	1 April 2023	31 March 2025	24	90,000
Workstream E	CEO North Cluster	1 April 2023	31 March 2025	24	80,000
Workstream F	CEO South Cluster	1 April 2023	31 March 2025	24	80,000
Workstream G	Horticulture Cluster	1 April 2023	31 March 2025	24	80,000
Workstream H	Sustainability Cluster	1 April 2023	31 March 2025	24	300,000

## 9. TIMESCALES

### 9.1 Procurement Timetable:

Step	Date
Specification out to tender	7th December 2022
Clarification deadline	<b>2pm GMT on 16 January 2023</b>
Submission deadline	<b>2pm GMT on 20 January 2023</b>
Evaluation of bids	February 2023
Awarding of Contract	March 2023

### 9.2 Duration of the Contract:

Step	Date
Start date*	1 April 2023
End date**	31 March 2025
Length of contract	2 years

Extension option (if applicable)	1 year
----------------------------------	--------

\*A number of Clusters will have a slightly later start date, timings provided above.

\*\*all clusters will have a contract end date of 31 March 2025

9.3 Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

## **10. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS - TUPE**

10.1 The employees engaged by the incumbent contractors to deliver the services under the current framework agreement could be affected by a change in Contractor. Bidders are therefore advised that they will need to consider the risk of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applying to the transfer of work.

10.2 Bidders are responsible for obtaining at their own expense advice regarding the application of TUPE to the delivery of the Services.

10.3 Bidders will be held to have, by their own independent observations and enquiries, fully informed and satisfied themselves as to the nature, extent and practicability of providing the Services and the cost, risks (including the risks of TUPE), contingencies or other circumstances or matters which might in any way affect the tender.

10.4 The Client is not able to provide any advice on the application or otherwise of TUPE and provision of this information should not be regarded as an indication that TUPE will apply.

## **11 WELSH LANGUAGE REQUIREMENTS**

11.1 The following Welsh Language Standards will apply to the delivery of this contract:

<b>Service Provided</b>	<b>Relevant Standards</b>
Correspondence	1, 2, 3, 4, 5, 6, 7
Telephone helplines or call centres	8, 9, 10, 12, 13, 14, 15, 16, 17
Telephone calls to staff	18,20,21,22

Meetings (with stakeholders and/or members of the public)	24, 24A, 26, 26A, 27, 27A, 29, 29A
Open, public meetings	30,31,32,33,34
Public events	35,36*
Publicity and Advertising	37*
Displaying material in public	38*
Publishing Documents	40,47,48,49**
Publishing Forms	50,50A,50B,51**
Websites and online services	52,55,56,57*
Social media	58,59*
Signage	61,62,63*
Developing and presenting a corporate identity	83
Education courses for the public	84,85

## **12. Welsh Language Standards**

- 12.1 The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the “Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.
- 12.2 The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any

activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at:

<https://gov.wales/welsh-language-commissioners-compliance-notice>

- 12.3 As the successful Bidder will be providing the services on the Welsh Ministers' behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.
- 12.4 The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful Bidder of any changes to the Service Delivery Standards with which the Services must comply.
- 12.5 The successful Bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under the Contract.
- 12.6 Any communications or marketing services provided as part of the Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached).

<https://documents.hf.wales.gov.uk/id:A20466614/document/versions/published>

<https://documents.hf.wales.gov.uk/id:A20466497/document/versions/published>

- 12.7 Any outputs provided as part of the Contract, such as reports, for publication must also be made available as Welsh Language versions, and the successful bidder will be responsible for ensuring that those versions are fully fit for purpose in Welsh. Please see below guidance on the intranet on the requirements to publish documents bilingually:

<https://documents.hf.wales.gov.uk/id:A15637345/document/versions/published>

<https://documents.hf.wales.gov.uk/id:A17263010/document/versions/published>

- 12.8 The successful Bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under the Contract.

### **13. MONITORING**

#### Client's Contact Point

- 13.1 The nominated Client Contract Manager will be [redacted personal information]

- 13.2 The Contract Manager will be the point of contact for the Contractor during the course of the Contract. They may elect to meet a named representative of the successful bidder as and when necessary to discuss any issues which may have arisen during the provision of the service.
- 13.3 Bidders will be required to provide the details of a nominated contact point to act as the successful Bidder's Contract Manager.
- 13.4 Contract monitoring will be agreed during the Contract implementation phase (Inception meeting).
- 13.5 In the event of non-compliance with the Specification, the following procedure will be followed:
- notification of complaint and requirement to comply;
  - notification of unacceptable practices and/or substantial non-compliance to the Specification of the services;
  - Recourse to the conditions of contract.

#### **14 BIDDERS LIABILITY**

- 14.1 The Client is willing to limit the successful Bidder's liability to a maximum of £1 million Public / Products Liability and £500k Professional Indemnity. This was agreed at Framework level when appointed. Please refer to this.

#### **15 INSURANCE**

- 15.1 The Bidder must maintain the appropriate Professional Indemnity and Public Liability including Products. This was agreed at a framework level and it is the contractors responsibility to make sure the Welsh Government has in date appropriate certificates to evidence the required levels of insurance as detailed in the Framework agreement for F062/2021/2022.

#### **16 INTELLECTUAL PROPERTY RIGHTS ("IPR")**

- 16.1 All materials created by the Welsh Ministers and shared with the successful Bidder will remain the property of the Welsh Ministers.
- 16.2 All materials created by the Bidder before the Contract starts (the "Background IPR") and used to provide the Services will remain the property of the Bidder. However, the Bidder must provide that the Welsh Ministers will have a licence to use the Background IPR for the purposes set out in the Specification.
- 16.3 Any materials created by the successful Bidder after the Contract starts as part of providing the Services will vest in the Crown (i.e. will be owned by the Crown).

- 16.4 The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 29 (Intellectual Property) of the Welsh Government’s Standard Conditions of Contract for Consultancy.
- 16.5 If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.
- 16.6 If in delivering the Services the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third-party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided the Client on request.

## 17 PERSONAL DATA

- 17.1 Provision of the Services will require the processing of personal data on behalf of the Client. The Client will be the Data Controller and the table below provides details of the permitted processing to be undertaken in provision of the Services.
- 17.2 The successful Bidder shall comply with any further written instructions from the Client with respect of processing on behalf of the Client. Any such further instructions shall be incorporated into the table:

Description	Detail
<b>Legal Basis for Processing</b>	The Welsh Government’s public task; to exercise official authority to undertake the core role and functions of the Welsh Government.  For the purposes of the Food & Drink Sustainability Cluster, this will be the compilation of data relating to cluster members.
<b>Subject Matter Of The Processing</b>	Data relating to cluster members will be used to facilitate cluster functions and activities, as well as to support the implementation of communication mechanisms to promote collaboration.
<b>Duration of the Processing</b>	The contract duration, i.e. 2 years with an optional 1 year extension w.e.f. 1 April 2023.
<b>Location of Processing</b>	The data will be processed within the UK or the European Economic Area. The

	contractor must provide the name of the country in which the data will be physically stored. If Cloud storage is employed the location of the physical servers used by the cloud service provider must be given.
<b>Nature of the Processing</b>	The collection and storage of data relating to cluster members, and individuals within cluster members, and the use of this data in the delivery of cluster functions and activities.
<b>Purposes of the Processing</b>	<p>The data will be used to facilitate collaboration between cluster members relevant to the objectives of the cluster.</p> <p>This will include communication mechanisms for sharing knowledge and best practise, event attendance, and participation in collaborative business development projects.</p>
<b>Type of Personal Data to be Processed</b>	<p>Cluster member name and entity, names and roles of individuals within cluster members, address, email address, telephone number.</p> <p>Data may include metrics relevant to the sustainability of food and drink manufactures, such as identifiers or measurements for carbon footprint, energy use, resource use, food and other processing waste, GhG emissions, food miles and product nutritional value.</p> <p>Data may also include attainment or progression towards relevant industry accreditation.</p>
<b>Categories of Data Subjects</b>	Businesses within the food and drink supply chain, bodies within academia, trade associations, unions, industry consultants and delivery partners, government, together with officials and representatives within these data subjects.
<b>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member</b>	The bidder will delete all personal data from its systems within 6 weeks from the end of the contract. The bidder will notify the client when this has been done.

state law to preserve that type of data	
---	--

## 18. SECURITY

- 18.1 In providing the Services the successful Bidder (and its sub contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all Successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 14 specifies how the Client's information assets must be handled. Compliance with this paragraph 11 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).
- 18.2 A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.
- 18.3 Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.
- 18.4 The OFFICIAL-SENSITIVE marking must be retained on all Welsh Government information which is marked as such. Seek guidance from the Client's Contract Manager for new information being created as part of the Contract.
- 18.5 The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g., Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder. Further Information can be found at:
- <https://www.cyberstreetwise.com/cyberessentials/>
- 18.6 Where Cyber Essentials plus is required, the supplier needs to cover the end to end process of data collection and processing, in particular this should also include any IT equipment in the field and/or home working.

- 18.7 Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.
- 18.8 If any information is stored or processed on equipment other than that owned by the successful Bidder then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials / Cyber Essentials Plus / ISO27001 or other recognised third-party standards when processing the information needed to carry out the Contract.
- 18.9 Where any work is subcontracted, you will need to document how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s).
- 18.10 Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:
- is not a company asset; or
  - the configuration of the equipment is outside company control;
  - it is used by those not employed by the company e.g. a sole trader who allows their 'work' laptop to be used by other family members
- The risk being that Welsh Government information could be accessed by those not authorised to see it.
- 18.11 Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
- 18.12 If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
- 18.13 All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.
- 18.14 All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g., laptops, must be encrypted (minimum FIPS 140 - 2 / AES 256).
- 18.15 Information rest on servers/individual computers must be encrypted (minimum FIPS 140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g., a data centre with access control measures, alarmed, arrangements for 24 hours security guards.
- 18.16 An independent IT Health Check undertaken by qualified personnel (e.g., those listed on the CHECK, Tiger or CREST schemes) must be completed

prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.

- 18.17 Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.
- 18.18 If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.
- 18.19 The information processed or collected in accordance with the Contract must be returned within 6 weeks of the end of the contract. This includes any information stored on servers, mobile devices or other storage media including CDs or DVDs, other removable media, hard copy [paper] or hard drives. The successful Bidder must confirm in writing when this has been done.
- 18.20 The information collected in accordance with the Contract remains the property of the Client.
- 18.21 Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.
- 18.22 If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g., by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.
- 18.23 Any hardcopy data collected in connection with the Contract must be returned within 6 weeks of the end of the Contract. The successful Bidder must confirm in writing when this has been done.
- 18.24 The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g., clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).
- 18.25 The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity,

nationality/ immigration status, unspent criminal convictions and employment history. Evidence must be provided on request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.

- 18.26 If the successful Bidder requires for its staff and subcontractors, frequent and unescorted access to the premises of the Client, or where such personnel have access to restricted information, or proximity to public figures, then all such personnel must satisfy the security requirements of the Client by completing a security vetting questionnaire. No such personnel will be issued security passes until they have obtained the required security clearance. Until then, they will be issued with a temporary pass and will have to be escorted by a member of staff each and every time they have access to the premises.
- 18.27 The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract (NB DBS checks are not required for persons with access to information as opposed to face to face contact). Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.
- 18.28 The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.
- 18.29 All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.
- 18.30 On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.

## **19. COMMUNITY BENEFITS**

- 19.1 All contracts over the value of £25,000 will have to consider what community benefits will be returned in the course of the contract. These will be discussed at Inception meeting and will be monitored for outputs.
- 19.2 The Client has decided to take a non core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of this mini competition process will not be evaluated and scored.
- 19.3 Only contracts with a value over the value of £25,000 will be expected to respond about community benefits at mini-competition level. Evidence of community benefits will otherwise be collected at framework level biannually.

19.4 **For contracts over £25,000 – please consider the following when responding to community benefits in your response.**

19.5 Priority areas are:

- **Supply chain opportunities**
- **Retention and training for the existing workforce**
- **Promotion of Environmental Benefits**
- **Promotion of Social Businesses**
- **Contributions to Education** - Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects)

**Innovation is encouraged and this list is not exhaustive.**

19.6 It is important to ensure that Contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to the successful Bidder's expertise and the subject of the Contract. The expectation is that any Non-Core Community Benefits proposal will be delivered on a cost neutral basis.

#### **Management of Community Benefits Delivery**

19.7 The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered through the Contract. Bidders will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit. The Community Benefit Proposal and progress against objectives will be a standard agenda item on Contract review meetings.

#### **Support Agencies to help deliver Community Benefits**

19.8 The following agencies are available to support Bidders in preparing their 'Community Benefits' proposal, and in the delivery of the Benefits post Contract award. For more details of support agencies please see the Community Benefits Guidance on the link below.

19.9 Bidders may find the following contacts useful also:

Employment Job Centre Plus Website: <a href="http://www.gov.uk/">http://www.gov.uk/</a>	Lift Programme Email: <a href="mailto:LiftProgramme@gov.wales">LiftProgramme@gov.wales</a>
Careers Wales Website: <a href="http://www.careerswales.com">www.careerswales.com</a> Telephone: 0800 100 900	Working links Telephone: 02920 855700
Social Businesses	Wales Co operative
Social Firms Wales	WCVA

#### **Post contract award**

- 19.10 As part of the Contract, the successful Bidder must report progress in this area using the Community Benefits measurement tool every 12 months which can be viewed by clicking the link below. This will need to be built into the successful Bidder's Key Performance Indicators and monitored on an ongoing basis via Contract meetings.

<http://prp.gov.wales/toolkit/>

#### **Further Help and Guidance**

- 19.11 The link below provides more information on Community Benefits:

<https://gov.wales/procurement-community-benefits> or email [CommunityBenefits@gov.wales](mailto:CommunityBenefits@gov.wales)

## **20. FREEDOM OF INFORMATION**

- 20.1 The Client is a public authority for the purposes of the Freedom of Information Act 2000 (and the Environmental Information Regulations 2004). Any information submitted by you in connection with this tender may be requested and disclosed in response to a request under the Act.

- 20.2 If you consider that any of the information included in your tender is commercially sensitive or confidential, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Whilst the ultimate decision on whether to release rests with the Client, you will be consulted if we receive a request that captures any of the information you have provided.

## **21. ENVIRONMENTAL STATEMENT**

- 21.1 The Client is committed to minimising the effect of its day to day operations on the environment and bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

- 21.2 Factors to be considered should include areas such as:

- Adopting an environmental management system which includes focus on disposal of waste and packaging
- More efficient use energy and water
- Beginning to embed sustainability into the provision of goods and services supplied to the Client

- Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible
- Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles
- Building an environmentally friendly work culture through training and high quality communication with staff

21.3 Whilst on site the successful bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available to you in advance or on arrival

## **22 PAYMENT AND INVOICING**

22.1 Payment will be made within 30 days of receipt of a correctly submitted invoice. Invoices must show a full breakdown of costs that clearly tie back to successful company's submitted Quote.

A correctly submitted Invoice must include:

- Welsh Government as the addressee
- Valid PO number provided by Welsh Government
- Date of invoice
- Unique invoice number
- Supplier name, contact details and bank details
- Description of the goods/ works or services (to mirror each line item of the Purchase Order if more than one line item on the PO)
- Name of WG contact
- Correct calculation
- VAT number (if applicable).

22.2 Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order, (usually this is the Corporate Shared Service Centre [financewaginvoices@gov.wales](mailto:financewaginvoices@gov.wales)) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Welsh Government Contract Manager.

## **23 ETHICAL SUPPLY CHAINS**

23.1 The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The

Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

## **24. CHANGES TO THE SPECIFICATION**

24.1 This specification document sets out the high level Client's service requirement. During the life of the contract these requirements will be refined through discussion and agreement of both parties, with the aim of achieving best value for money for a quality product.

24.2 **Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.**

24.3 Changes to the Specification will be implemented by issuing written amendments to all those affected by the changes.

## **25. EQUALITY AND DIVERSITY**

25.1 The issue of mainstreaming equalities is important to us. We would encourage you as a Welsh Government bidder/ supplier to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics - race, age, gender, sexual orientation, marriage and civil partnership, pregnancy and maternity, disability, religion and belief, gender reassignment. We will include diversity and inclusion issues as a standing item in our contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. We are encouraging you as a potential supplier to explore the possibility of your organisation being Disability Confident Level 1 as a minimum.

25.2 About the scheme:

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

25.3 How to sign up:

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

**26. CONDITIONS OF CONTRACT**

- 26.1 The Conditions of Contract for F062/2021/2022 – FOOD SECTOR DEVELOPMENT FRAMEWORK AGREEMENT shall apply to the Contract. The Bidder is agreeing to these when submitting its mini competition bid response.

## Annex 1 - COMMERCIAL EVALUATION

The costs submitted in response to the Commercial Award Criteria will be evaluated against the other costs submitted. The lowest total costs submitted will score the maximum points weighting.

The lowest total costs would therefore receive the full 10 marks available. All other Bidders would receive a percentage of the full weighting, based on their submitted total costs.

### Lowest Cost

$$\frac{\text{Lowest total cost}}{\text{Total Cost}} \text{ *multiplied by weighting} = \text{Weighted Score}$$

The Example is illustrated below (note that the total costs below are for the sake of this example only):

The lowest submitted total cost is £240 by Bidder B, second lowest £250 by Bidder A and £350 by Bidder C

	<b>Submitted Price</b>	<b>x weighting</b>	<b>Weighted Score</b>
<i>Lowest rate = Bidder B</i>	<u>240</u> 240	x 20% (weighting)	= <b>20</b>
<i>2nd Lowest Bidder A</i>	<u>240</u> 250	x 20% (weighting)	= <b>19.05</b>
<i>3rd Lowest price Bidder C</i>	<u>240</u> 350	x 20% (weighting)	= <b>13.71</b>