**Invitation to** **Tender for the Provision of Media Buying & Paid Social Media Services**

Issued:11th April 2024

Deadline for receipt of tender responses: 12.00 midday, 13th May 2024

Deadline for receipt of request for clarification: 12.00 midday, 24th April 2024

# THIS DOCUMENT IS ALSO AVAILABLE IN WELSH

# Introduction

This document invites tenders for the provision of media buying & paid social media services as more specifically described in the following pages.

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

Part 1 Background Information

Part 2 Contract Specific Information

Part 3 Outline of Tender Process and Requests for Further Information

Part 4 Evaluation Criteria and Contract Award

Part 5 Legal Notes

Appendix 1 Basic Information Form

Appendix 2 Evaluation Matrix

Appendix 3 Example Briefs

Appendix 4 Rates

Appendix 5 Draft Contract

Appendix 6 Financial Spreadsheet

# 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 5.**

**Part 1 Background Information**

**1.1 S4C**

***Who we are***

S4C is the only Welsh language television channel in the world. As a public service broadcaster, it commissions independent producers to deliver the majority of its programmes.

S4C broadcasts over 115 hours of programmes each week, including sport, drama, music, factual, entertainment and events, across a range of platforms. S4C also offers comprehensive services for children: Cyw for younger viewers, Stwnsh for older children and programmes for teenagers.

S4C aims to be a destination for creative, engaging and attractive Welsh-language content, available to enjoy on a variety of platforms in Wales and beyond. S4C is a channel for all Welsh audiences and has to provide content that attracts viewers regardless of their Welsh language linguistic ability. S4C represents a Wales where the language belongs to all of us and unites our nation through our content.

S4C’s strategy 2022-27 ensures a multi-platform presence to deliver content to audiences on the ‘platform of their choice’ including catch up service (BBC iPlayer and S4C Clic) and increasingly moving with its audiences into video in the social space. S4C is therefore heavily involved in publishing video content online and this intent will increase to grow its audience on social platforms and will require a targeting and engagement plan to support the new audience strategy and conversion to our content.

For further information about S4C, please refer to the Annual Report 2022/23, available <https://www.s4c.cymru/en/about-us/page/30948/annual-reports/>

**1.2 The Communications and Marketing Directorate**

This tender is being conducted by the Communications and Marketing Department within S4C. The department is responsible for promoting all aspects of S4C to the general public and to supporting the S4C brand.

**1.3 Contract Specific Background Information**

S4C is seeking through this tender process to enter into a contract for the supply of the following services:

Advising, planning, booking and reviewing media campaigns and paid social media campaigns to promote S4C content and services.

Further information about the contract and S4C’s requirements is set out in Part 2.

**Part 2 Contract Specific Information**

S4C requires the successful tenderer to:

* work as strategic partner with the S4C marketing team to create and execute a strategic media plan (including a social media plan for S4C dovetailing into the broader media campaign)
* maximise S4C resources and deliver its core objectives of attracting audiences, current and new, to the channel and S4C content across all relevant platforms in keeping with S4C’s audience strategy and priorities;
* develop a media and social media buying strategy for the duration of the contract as outlined in the tender, taking into consideration the goals, budgets, timing, audience reach, frequency, costs, and evaluation measurements set by S4C for the campaign;
* have a detailed understanding of all UK media and social media channels and their value to S4C, underpinned with extensive media research understanding the nuance of Welsh language broadcasting and more generally up-to-date audience behaviours for content consumption in Wales and beyond;
* have an in-depth understanding of the media and culture and social media landscape in Wales and beyond and in particular the viewing habits of the Welsh language audience at whatever point they are with their linguistic ability;
* plan, advise and manage media campaigns both for long term brand campaigns and for individual projects briefed by S4C across any and all media including but not limited to outdoor, radio, television, press, ambient and digital (excluding social ads);
* plan, advise and manage social media adverts for projects briefed by S4C (approximately 3 payable campaigns per month) across any and all social media including planning, budget allocation, asset creation and fulfilment of ads;
* negotiate favourable rates with media owners and present a campaign plan with costs for approval by S4C;
* be able to respond flexibly to short lead times and booking requests;
* be responsible and accountable for clear communication of correct specifications and delivery requirements between the media owners and S4C staff;
* weekly tracking performance and ‘end of’ campaign reporting, including social media reporting to produce both weekly and long term reporting;
* keep S4C abreast of new media developments and promotion opportunities in Wales and trends within the digital media;
* undertake all necessary script/music clearance for content to be used by the media owners;
* offer advice on best practice and utilise research insight and data (both S4C data and market data) to underpin the media and digital marketing strategy and how this will inform the consideration set for our campaigns;
* attend meetings virtually or at S4C offices as required; and
* work in a collaborative and complementary way with the S4C in-house campaigns team especially in relation to media planning, digital and in-house projects (where relevant) and with the Brand & Creative team in relation to asset creation.

**2.3 Contract Duration and Terms**

The draft contract is attached in Appendix 5.

The contract will be for an initial period of three (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.

S4C is conducting this tender process using the open procedure under the Public Contracts Regulations 2015 and therefore no negotiation of the draft contract is permissible once the tender has been given to the successful Tenderer. Tenderers may raise clarification questions relating to the amendment of contract terms during the clarification period only, as specified in the timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated S4C has the right to reject the proposed change.

By submitting a tender response Tenderers are agreeing, if successful, to enter into a contract with S4C in the form set out in Appendix 5 without further negotiation or amendment. Tenderers are asked to note the provisions of Part 5.3 in this respect.

Any campaigns/media planned with the current incumbent before the new contract begins will be booked through them.

**2.4 Anticipated Fee**

The successful tenderer would act as an agent on behalf of S4C in securing competitive media rates. The company would be paid in accordance with the commission rates achieved from deals with media suppliers and would invoice the media suppliers directly for the agent’s commission. Where media owner commission rates are not applicable on digital projects managed by the agency, the successful company should note any management or other fees or applicable charges.

The successful tenderer should clearly note its management fee which should include any and all set up costs, administration, staffing, meetings and all other costs and expenses incurred in providing the service. As S4C’s agent, the successful company shall not be entitled to receive commission from both a Media Supplier and S4C for the same purchase.

**2.5 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:

* + 1. Completed **Basic Information Form** in the form set out in Appendix 1.
    2. Provide a brief description of your primary business activities.
    3. A comprehensive description of the relevant experience of the Tenderer in the last three years in successfully developing and executing a multi-channel marketing strategy (or campaign) for an organisation, with an outline of the client(s)’s objectives and evidence of results and impacts of your efforts to meet those client(s)’s objectives. Provide a list of current customers similar to S4C, or any experience of television marketing and promotion.
    4. Provide details of your team, including the total number of staff employed by you and the range of roles and nature of the work they are employed to do; as well as provide names, relevant experiences and skills (including Welsh language) qualifications and roles of each of the key personnel and account team (“Key Personnel”) who will be responsible for managing the S4C account and creating the reports.
    5. Provide evidence and information indicating an understanding and knowledge of the media channels available pan Wales (reaching a diverse demographic including Welsh audience out of Wales).
    6. Provide an (one) example of an innovative and creative multi-media and/or social media plan executed for a client in Wales with evaluation and impact metrics.
    7. A statement setting out how you will meet the requirements of S4C. The Tenderer should clearly set out how they would deliver on each essential requirement and how the account would be managed.
    8. A comprehensive description of how the Tenderer would understand and stay current to S4C strategic objectives and reach the required and targeted audience.
    9. A detailed statement as to how the Tenderer would provide specialist insight and advice on trends and new media developments within the industry, thereby helping to scope, plan and identify future promotional opportunities and best practice in relation to S4C’s requirements.
    10. Provide a plan, reasoning, approach and costs for the example briefs provided. Please see Appendix 3 for details.
    11. Clearly set out how you would manage and deliver onboarding.
    12. A comprehensive and detailed approach of processes and reporting methodology applied to the tender; including detailed examples of planning documents, media buying processes, indicative campaign timelines and suite of reporting to ensure value for resources applied (examples to be provided to S4C where possible).
    13. An indication of the way in which the S4C account will be managed with particular regard to the way in which the specifications and delivery requirements of media owners will be communicated to S4C and how media/assets will be received and processed. S4C expects the Tenderer to ensure the clearance of scripts and music for all media channels (including audio and TV) and to deliver the finished creative, copy instructions and rotations to the various suppliers following S4C approval.
    14. The Tenderer’s methodology for the provision of high quality support services and effective communication with S4C throughout the contract term from conception, planning through to delivery, including tracking campaigns on all communication channels in real time. Please include your target time from receipt of brief to presentation of media and/or social media plan.
    15. Details of the commission rates to be achieved by the Tenderers.
    16. Provide rates to the example briefs 1 and 2 provided in Appendix 3. Please provide a breakdown noting any direct fees, including management fees payable by S4C, along with an illustration of likely costs for a complex multi-channel campaign. We recognise that this may differ depending on the duration and complexity of the campaign. These costs should be set out in your answer. In addition, you should input the total fees for each brief on the “Input” sheet of the Financial Spreadsheet found at Appendix 6 of this ITT.
    17. Provide rates to the example media types and campaigns in Annex 4. You should input the total fees for each media type on the “Input” sheet of the Financial Spreadsheet found at Appendix 6 of this ITT. Each Media Type is allocated a specific weighting which will calculate a weighted price for that Media Type and the aggregate total of the weighted price for all the Media Types will be calculated and that aggregate total used for evaluation purposes.

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

Tender responses must remain open for a period of 3 months from the date of submission.

If at any time a tenderer becomes aware that any information provided to S4C in connection with this tender process is incomplete, inaccurate or misleading in any respect or has ceased to be correct, the Tenderer must immediately notify S4C.

Completing the Financial Spreadsheet

For sections 2.5.10 and 2.5.16 above, Tenderers should provide details of their plan, reasoning, approach and costs for the example briefs provided in Appendix 3 within their written answers. This written answer should also include details of a breakdown of your media management fee, along with an illustration of likely costs for a complex multi-channel campaign. In addition to that written answer, Tenderers will need to input the total fee for each brief in the relevant cell for the respective brief on the “Input” tab in the Financial Spreadsheet found at Appendix 6.

For section 2.5.17 above, Tenderers should provide details of their rates to the example media types and campaigns in Appendix 4 by inputting the total fees for each media type on the “Input” sheet of the Financial Spreadsheet found at Appendix 6 of this ITT. Each Media Type is allocated a specific weighting which will calculate a weighted price for that Media Type and the aggregate total of the weighted price for all the Media Types will be calculated and that aggregate total used for evaluation purposes.

Tenderers should only insert information in to the cells highlighted in yellow on both the “Summary” and “Input” tabs of the Financial Spreadsheet. No attempt should be made to input information into or modify any other cell.

Tenderers are required to submit a copy of their completed Financial Spreadsheet as part of their tender (by uploading the completed Financial Spreadsheet to Sell2Wales).

**2.6 Maximum Pages**

Tenderers should seek to be concise in drafting their response to this ITT. Tender responses should not exceed 10 A4 pages in length and the font size should be no smaller than Georgia 10. In addition to the tender response, 1 appendix will be permitted no longer than 10 pages. The appendix should include visuals where appropriate. S4C shall exclude from the tender process any tender response that does not conform with this requirement.

**2.7 Parent Company Guarantees and Consortia**

If, based on its assessment of the information provided in a Tender Response, S4C decides that a Tenderer does not meet S4C’s required level of economic

standing, S4C may require that a parent company guarantee is given by a parent company of the successful Tenderer. If S4C decides that a parent company guarantee is required, S4C will reject a Tender Response if the Tenderer is unable to offer a commitment to make such provision.

If a consortium of economic operators wish to act jointly to provide the Services they may do so: (i) by forming a single legal entity before entering into the contract; and/or (ii) using an existing separate jointly owned entity (iii) joint and several liability of all consortium members; (iv) nominating a single entity to be the lead primary contractor who shall be primary liable under the Agreement with other entities being sub-contractors to the primary contractor and/or (v) guarantees and/or undertakings by some or all of the consortium members in respect of some or all other consortium members.

**Part 3 Outline of Tender Process and Requests for Further Information**

**3.1 Outline of Tender Process**

On 11th April 2024 S4C placed an Invitation to Tender for Media Buying & Paid Social Media Services on Sell2Wales and on the S4C Website. The tender process will involve the following stages:

Stage 1 Deadline for requests for clarification 12:00, 24th April 2024

Stage 2 Provide responses to requests for clarification 1st May 2024

Stage 3 Deadline for receipt of tender responses 12:00, 13th May 2024

Stage 4 Commencement of evaluation of tender responses 14th May 2024

Stage 5 Notification of results of evaluation 17th May 2024\*

Stage 6 Signature of contract 28th May 2024\*

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

**3.2 Submission of Tender Responses**

Tender responses should be submitted 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 3.1 above.

To register your interest in this tender, obtain any additional information and submit a response please visit the Sell2Wales Web Site at

<https://www.sell2wales.gov.wales/Search> and search for “**Tender for the Provision of Media Buying & Paid Social Media Services**“

A tender response submitted in Welsh will be treated no less favourably than a tender submitted in English.

Tender responses received after the deadline for receipt of tender responses set out in part 3.1 above or received by S4C other than THROUGH THE SELL2WALES PORTAL will NOT 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 3.1 above.

**3.3 Clarification of Tender Responses**

Following receipt of tender responses, S4C reserves the right to seek clarification of any matters contained in the tender response or to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.

**3.4 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 via the Sell2Wales Web Site as noted above. 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 section 3.1 above. 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 via the Sell2Wales Web Site as noted above.

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 5 below.

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

**Part 4 Evaluation Criteria and Contract Award**

**4.1 Compliance Testing**

Prior to commencing formal evaluation of tender responses, S4C will check tender responses, in particular the Basic Information Form, to ensure that they are fully compliant with the requirements of the ITT. Non-compliant tender responses may be rejected. Details provided in the Basic Information Form will not be evaluated, but Tenderers may be excluded if a positive response to any question is given in Section 2, 3 or 4 with no satisfactory evidence of acceptable remedial action or if the minimum required level of indemnity cover cannot be provided in accordance with Section 4.

Fully compliant tender responses will be evaluated by S4C in accordance with the provisions set out in this Part 4.

**4.2 Evaluation**

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

S4C will evaluate the responses according to the quality and detail of information provided for each question.

|  |  |  |
| --- | --- | --- |
| **Award Criteria** | **Information to be Assessed** | **Weighting** |
| 1. Experience capabilities and qualifications (total 25% weighting) | A. Please provide a comprehensive description of the company’s relevant experience in the last three years in respect of successfully developing a multi-channel marketing strategy (or campaign) for an organisation. Outline the client’s objectives and evidence the results and impact of your efforts to meet the client’s objectives. Please include a list of current clients similar to S4C, or any previous experience of television marketing and promotion.   1. Provide details about your team, including of the total number of staff and the range of roles within. For those who will be responsible for S4C’s account, please provide names, relevant skills (including Welsh language) and experience, qualifications and roles of each of the key personnel and account team (“Key Personnel”). 2. Provide evidence and information indicating your understanding and knowledge of the media channels available pan Wales (reaching a diverse demographic including Welsh audiences out of Wales). 3. Please provide one example of an innovative and creative multi-media digital plan executed for a client in Wales with evaluation and impact metrics. | **10%**  **5%**  **5%**  **5%** |
| 2. Knowledge and understanding of S4C’s requirements for providing the service & insight to identify future opportunities (total 25% weighting) | 1. Outline how you would meet S4C’s requirements; how you would deliver on each essential requirement and how the account would be managed. 2. Demonstrate how you would understand and stay current to S4C’s strategic objectives and reach the required and targeted audience. 3. Detailed statement as to how you would provide specialist insight and advice on trends and new media developments within the industry, thereby helping to scope, plan and identify future promotional opportunities and best practice in relation to S4C’s requirements. 4. Please provide a plan, reasoning and approach for the example briefs provided. Please see Appendix 3 for details. | **10%**  **5%**  **5%**  **5%** |
| 3.Timeline, method statements and standard of support services (total 25% weighting) | 1. Clearly set out how you would manage and deliver onboarding. 2. Provide detail on your methodology for the provision of high quality support services and effective communication with S4C throughout the contract term from conception, planning through to delivery, including tracking campaigns on all communication channels in real time. Please include target time from receipt of brief to presentation of media and/or social media plan. 3. Describe in detail your processes and reporting methodology and include examples of planning documents, media buying processes, indicative campaign timelines and suite of reporting to ensure value for resources applied (examples to be provided to S4C where possible). 4. Outline how the S4C account will be managed with particular regard to the way in which you would communicate the specifications and delivery requirements of media owners to S4C and how the media/assets will be received and processed. This should include timescales. S4C expects the Tenderer to ensure the clearance of scripts and music for all media channels (including audio and TV) and to deliver the finished creative, copy instructions and rotations to the various suppliers following S4C approval. | **5%**  **10%**  **5%**  **5%** |
| 4.Fee(s)  (total 25% weighting) | 1. Provide rates to the Example Brief 1 provided in Appendix 3 including a full breakdown noting any direct fees, including your management fees, payable by S4C. 2. Provide rates to the Example Brief 2 provided in Appendix 3 including a full breakdown noting any direct fees, including your management fees, payable by S4C. 3. Provide rates to the example media types provided in Appendix 4. | **10%**  **10%**  **5%** |

**Appendix 2** contains the matrix which sets out how the information required for Award Criteria 1 to 3 (inclusive) of Part 2 above will be evaluated in accordance with these criteria.

Criteria A – L – qualitative 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 criteria A to L (inclusive) by applying the evaluation matrix set out in Appendix 2 to the qualitative questions in Criteria A – L (inclusive) above. 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.

Criteria M – O (Pricing)

The total figures for each of criteria M and N above will be used to evaluate the respective criteria on a comparative basis (see below). For criteria O, the fee for each Media Type is allocated a specific weighting which will calculate a weighted price for that Media Type and the aggregate total of the weighted price for all the Media Types will be calculated and that aggregate total used for evaluation purposes.

Criteria M, N and O aboveshall be evaluated on a comparative basis with the Tenderer who submits the lowest total price (or aggregate of weighted prices for criteria O) for each criteria receiving the maximum percentage score available for that criteria with all other Tenderers receiving a proportionate percentage score calculated using their total price (or aggregate of weighted prices for criteria O) for that criteria against the lowest price (or aggregate of weighted prices for criteria O) using the following formula:

Tenderer’s Score = ( Lowest price tender ) x Weighting

Tender being scored price

Most economically advantageous tenderer

Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tender who offers the most economically advantageous tender will be awarded the contract. The most economically advantageous tender will be the Tender Response scoring the highest overall score.

**4.3 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 is incomplete, inaccurate or misleading in any respect or ceases to be correct;

(c) the Tenderer has colluded with any person 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.

**4.4 Contract Award**

Subject to part 5 below and following completion of the evaluation of tender responses, S4C will inform the 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.

Following a standstill period of 10 calendar days and subject to there being no substantive challenge to that intention, a contract will be formally awarded, subject to contract, to the successful tenderer.

The successful tenderer will then be required to enter into an agreement with S4C in the form of the draft contract. 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 5 Legal Notes**

**5.1 No Obligation to Offer the Contract**

Nothing contained in this invitation to tender nor any communication between S4C and the 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 invitation to tender and/or to require a Tenderer to clarify their tender responses and/or to provide additional information in relation thereto.

**5.2 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.

**5.3 Draft Contract**

The draft contract for the provision of the Services is set out in Appendix 1.

Tenderers may raise clarification questions relating to the amendment of contract terms during the clarification period only, as specified in the timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated S4C has the right to reject the proposed change.

S4C reserves the right to amend the draft contract after award to the extent necessary to conform to the deal specific terms agreed with the successful tenderer as set out in their tender response. If following the award of the tender, the contract is not finalised satisfactorily S4C reserves the right to award the tender to an alternative applicant or to re-tender the contract.

**5.4 Freedom of Information**

S4C is subject to the provisions of the Freedom of Information (“FOI”) Act 2000. If the Tenderer considers that any information supplied 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.

**5.5 Data Protection**

By submitting a response, the Tenderer confirms that it has informed all individuals identified in the tender response that the Tenderer will share their personal data in this way. The Tenderer acknowledges that S4C will process all personal data provided as part of the tender response in accordance with applicable data protection legislation (including the General Data Protection Regulation 2016 and the Data Protection Act 2018). S4C’s Privacy Notice is available at www.s4c.cymru, and the Tenderer hereby confirm that it will inform every individual whose personal data is provided to S4C of this paragraph 5.5. S4C will process any personal data provided in the tender response on the basis that it is in the Tenderer and S4C’s legitimate interest to process all personal data as part of the tender response for the purpose of evaluating the tender response and contacting the Tenderer as part of this process.

**5.6 Confidentiality and Publicity**

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

By submitting its tender response the Tenderer agrees not to, and agree to ensure that its employees and any adviser or any other person connected with the tender response does 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 competitive process tender unless S4C has provided prior written consent to such communication.

**5.7 Disclaimer**

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

**5.8 Brand Requirements**

Use of the S4C brand will be licensed to the successful tenderer (if necessary) for the period of the contract. The successful tenderer will be required to act in accordance with the S4C Brand Guidelines which are available on the S4C website.

**5.9 Costs**

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

**5.10 Amendments to Tender Documents**

S4C reserves the right to make changes to the tender documents prior to the deadline set out in Part 3.1 above. To allow time for such amendment to be taken into account S4C may, at its discretion, extend the dates set out in Part 3.1 above.

**5.11 Copyright**

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

**5.12 Non-Collusion**

By submitting a response to this invitation to tender, the Tenderer certifies that:

1. the tender response is bona fide and intended to be competitive;

2. the Tenderer has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person (other than, in the case of a consortium, the other consortium members) or required any other 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.

**5.13 Inappropriate Conduct**

Any attempt by the Tenderer or its appointed advisers to inappropriately influence this competitive process or the award of the contract in any way may result in the disqualification of the tender response by S4C in its absolute discretion. Any direct or indirect canvassing by the Tenderer or its appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents from S4C concerning another tendering organisation involved in the competitive process may result in disqualification at S4C’s sole discretion.

**5.14** **Governing Law**

This document shall be governed by the laws of England and Wales (as they apply in Wales) and you agree, by returning a response, to submit to the exclusive jurisdiction of the courts of England and Wales (sitting in Wales).

**APPENDIX 1**

**BASIC INFORMATION FORM**

**SECTION 1 - Applicant Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Applicant details** | | **Answer** | |
| Full name of the Applicant | |  | |
| Registered company address | |  | |
| Registered company number | |  | |
| Registered charity number | |  | |
| Registered VAT number | |  | |
| Name of immediate parent company | |  | |
| Name of ultimate parent company | |  | |
| *Please mark ‘X’ in the relevant box to indicate your trading status* | | i) a public limited company | ▢ Yes |
| ii) a limited company | ▢ Yes |
| iii) a limited liability partnership | ▢ Yes |
| iv) other partnership | ▢ Yes |
| v) sole trader | ▢ Yes |
| vi) other (please specify) | ▢ Yes |
| *Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you* | | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-2) | ▢ Yes |
| iii) Sheltered workshop | ▢ Yes |
| iv) Public service mutual | ▢ Yes |
|  |
|  |

|  |  |
| --- | --- |
| **1.2 Bidding Model** | |
| **Please mark ‘X’ in the relevant box to indicate whether you are:** | |
| a)  Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | ▢ Yes |
| b)  Bidding as a Prime Contractor and will use third parties to deliver some of the services  *If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.* | ▢ Yes |
| c)  Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services  *If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.* | ▢ Yes |
| d)  Bidding as a consortium but not proposing to create a new legal entity.  *If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.*  *Please note that S4C may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.* | ▢ Yes  Consortium members  Lead member |
| e)  Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  *If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.* | ▢ Yes  Consortium members  Current lead member  Name of Special Purpose Vehicle |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Applicant contact details for enquiries about this Tender response | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |
| Interview language choice (if applicable) | Welsh ▢  English ▢ |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| 1.4.1 | Registration with a professional body | ▢ Yes  ▢ No  *If Yes, please provide the registration number in this box.* |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | ▢ Yes  ▢ No  *If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.* |

**SECTION 2 – Grounds for Mandatory Exclusion**

*You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).*

*If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact S4C for advice before completing this form.*

|  |  |  |
| --- | --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  **2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  *If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?* |  |  |

**SECTION 3 - Grounds for Discretionary Exclusion**

*S4C may exclude any Applicant who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (j).*

|  |  |  |
| --- | --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| 1. your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

*In accordance with question 3.1 (e), S4C may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.*

*Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform S4C, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by S4C should not represent a conflict of interest for the Applicant.*

**Taking Account of Bidders’ Past Performance**

*In accordance with question (g), S4C may assess the past performance of an Applicant (through a Certificate of Performance provided by a Customer or other means of evidence). S4C may take into account any failure to discharge obligations under the previous principal relevant contracts of the Applicant completing this Tender response. S4C may also assess whether specified minimum standards for reliability for such contracts are met.*

*In addition, S4C may re-assess reliability based on past performance at key stages in the procurement process (i.e. Applicant selection, tender evaluation, contract award stage etc.). Applicants may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).*

**‘Self-cleaning’**

*Any Applicant that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Applicant has to demonstrate it has taken such remedial action, to the satisfaction of S4C in each case.*

*If such evidence is considered by S4C (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.*

*In order for the evidence referred to above to be sufficient, the Applicant shall, as a minimum, prove that it has:*

* *paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;*
* *clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and*
* *taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.*

*The measures taken by the Applicant shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by S4C to be insufficient, the Applicant shall be given a statement of the reasons for that decision.*

**SECTION 4 – Additional Regulatory Questions**

**4.1 – Compliance with Equality Legislation**

*For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.*

|  |  |  |
| --- | --- | --- |
| 1. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | ▢ Yes  ▢ No |
| 2. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  *If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.*  *If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.*  *You may be excluded if you are unable to demonstrate to S4C’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.* | ▢ Yes  ▢ No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |

**4.2 – Environmental Management**

|  |  |  |
| --- | --- | --- |
| 1. | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  *If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.*  *S4C will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless S4C is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.* | ▢ Yes  ▢ No |
| 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | ▢ Yes  ▢ No |  |

**4.3 – Health and Safety**

|  |  |  |
| --- | --- | --- |
| 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | ▢ Yes  ▢ No |
| 2. | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  *If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.*    *S4C will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to S4C’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.* | ▢ Yes  ▢ No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |

**4.4 Data Protection**

|  |  |  |
| --- | --- | --- |
| 1. | Please self-certify that your organisation has a Data Protection Policy and/or Privacy Policy that complies with current legislative requirements (including the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and/or any other relevant legislation and regulatory guidance). | ▢ Yes  ▢ No |
| 2. | Has your organisation or any of its Directors or Executive Officers been convicted of breaching data protection legislation, or had any notice served upon it, in the last three years by any information / data regulator?  *If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.*    *S4C will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to S4C’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.* | ▢ Yes  ▢ No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |

**4.5 Insurance**

|  |  |
| --- | --- |
| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = minimum of £5 million (£10 million preferred) Public Liability Insurance = minimum of £5 million (£10 million preferred) Professional Indemnity Insurance = £5 million  \* *It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | ▢ Yes  ▢ No |

**SECTION 5**

**Declaration**

I declare that:

1. I have the requisite authority to complete and return this Tender response on behalf of the Applicant;
2. all information provided in this Tender response is complete and accurate to the best of my knowledge and belief; and
3. S4C will promptly be informed upon any person named below becoming aware that any information provided in this Tender response is incomplete or inaccurate in any respect.

I acknowledge and agree on behalf of the Applicant that:

* + - 1. S4C is subject to the provisions of the Freedom of Information Act 2000 (“FOI Act”) and that information supplied by or on behalf of the Applicant to S4C may be disclosable by S4C under the provisions of the FOI Act.  All information supplied by the Applicant to S4C pursuant to this Tender response that is commercially sensitive or confidential in nature, has been identified as such to S4C together with reasons explaining why such information is commercially sensitive or confidential in nature. The Applicant acknowledges that identifying information as confidential or commercially sensitive does not guarantee that such information will be exempt from disclosure. By completing and submitting this Tender response the Applicant accepts that S4C may disclose such information in response to any request under the FOI Act if S4C determines in its discretion that it is appropriate to do so;
      2. by completing and submitting this Tender response, the Applicant authorises S4C to process all information provided as part of the application and confirms that it has obtained all necessary third party consents to enable S4C to do so;
      3. by completing and submitting this Tender response, the Applicant agrees to keep confidential any information which is disclosed or otherwise made available to it by S4C in any medium whatsoever during or in connection with this tender process;
      4. neither this completed Tender response nor any communication between S4C and the Applicant shall constitute a contract or an offer which may be accepted nor a representation that any contract will be awarded and that S4C reserves the right : (a) to withdraw from and/or abandon and/or defer this tender process at any time; and/or (b) not to award any contract as a result of this tender process;
      5. if this Tender response is found to be incomplete, inaccurate or misleading in any respect S4C reserves the right to remove the Applicant from this tender process at whatever stage this tender process has reached; and
      6. there is no conflict of interest in relation to S4C’s requirement.

The following appendices form part of our submission;

|  |  |
| --- | --- |
| **Section of Basic Information Form** | **Appendix number** |
|  |  |
|  |  |
|  |  |

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised

representative

for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX 2**

**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 3**

**Media Buying Contract - Briefs**

Please devise and cost a media plan and a paid social media plan in response to the following 2 briefs. Attention grabbing creative media ideas are welcomed as well as digital and traditional media opportunities. No dates are set, media availability assumed and costs will be assumed as estimates.

**Brief 1:**

The Content

A new 6 part drama series based in Llanelli about four friends whose lives are turned upside down when they find a body on the beach. Throughout the series we find out more about each of their past and how their actions led to a murder. The cast includes recognisable faces on the small screen (Steffan Cennydd, Lily Beau, Annes Elwy a Jacob Ifan).

Episodes can be viewed live on S4C, S4C Clic and all episodes on-demand on S4C Clic, BBC iPlayer and YouTube immediately following the first programme. English subtitles available.

Tone: fast-paced, mysterious + intense

Affinity Series: How to get away with Murder, Big Little Lies

Objective

Raise awareness of the new series to the target audience and drive views across platforms.

Target Audience

* Pan Wales but skew on South Wales.
* 18-35 male and female.
* Welsh speakers of all fluency and non-Welsh speakers.

Time+date

TX S4C: 21.00, 3rd June

Boxset drop: 3rd June

Considerations

Creative to be confirmed.

Bilingual copy.

How promote linear and boxset.

Promos and organic social media to be managed internally.

Budget

Priority campaign B with indicative guide of £30K - £60k but please plan and cost what you believe is required to reach the audience and objective.

Competitors

BBC, ITV, Channel 4, Netflix, Apple TV, Disney+…

Measure of success

* Viewing figures – weekly and on demand
* Press attention
* Engagement on social media

**Brief 2:**

The Content

Over the years S4C has strengthened its sports content, supporting and showcasing Welsh talent. There is a wide range of sporting events and tournaments throughout the year (men/women/under 20s). On occasions we are the only service that shows Welsh matches free to air, and some games are exclusive on S4C Clic or S4C’s Facebook page. Examples of content:

Rugby World Cup, Autumn Internationals, 6 Nations, Euros, international and domestic football, Tour de France, Giro D’italia, Netball, College Rugby, World Rally Championships, Triathlons, Ras yr Wyddfa…

Whilst some games offer English language commentary, the visual nature makes sport accessible to all.

Objective

To increase awareness of the range of sport available via the S4C service making it top of mind and the first choice for Welsh sport.

Targeting Audience

* Pan Wales
* 18-45 male and female
* Welsh speakers and non-Welsh speakers
* Sports fans

Period

Suggested to launch before the 2025 Six Nations. However, you are requested to advise on the campaign timing and length.

Considerations

Creative to be confirmed.

Bilingual copy.

How promote linear and online content

Promos and organic social media to be managed internally.

Budget

Priority Campaign A with indicative guide of £70K - £100k

Competitors

BBC, ITV, Channel 4, Amazon, BT Sport.

Measure of success

Uplift in awareness of sport on S4C (measured by S4C Annual Brand Tracker)

Increased viewing figures (unique reach) for sport across platforms.

**APPENDIX 4**

**Media Buying Contract – Rates**

In order to enable S4C to compare indicative rates between shortlisted companies and achieve best value, please cost the following to be live week commencing 3 June 2024.

**OOH**

Ely Bridge – digital

96 Sheet Two weeks

Cardiff Central train

station - 6 sheets x4

(both digital and paper and

paste) Two weeks

**Digital**

Western Mail Online Fireplace takeover on the homepage – one day (Monday)

ITV X 30” 2 week campaign

**Print**

Daily Post Cover Wrap – one day (Friday)

Golwg Full back page

**Radio**

Heart FM (SW) 30” 10 day campaign

**TV**

ITV Wales

30” 2 week campaign

**Social media**

Facebook

‘newsfeed’ Copy writing fee (per hour)

Monitoring & Optimisation (per hour)

Reporting (per hour)

**APPENDIX 5**

**DRAFT CONTRACT**

**APPENDIX 6**

**FINANCIAL SPREADSHEET**

1. [↑](#footnote-ref-2)