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**Invitation to tender for provision of Project Management Services and Digital Content Production for the S4C #Iaith2020 Campaign**

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Issued:	Monday 4 November 2019
Deadline for receipt of request for clarification:	Monday 25 November 2019 at 12:00 noon
Deadline for receipt of tender responses:	Monday 9 December 2019 at 12:00 noon

## Introduction

This document invites tenders from companies and organisations interested in and capable of supplying to S4C **digital content production and project management services for a multi-media campaign** 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 Information to be included in Tender Responses
- Part 4 Outline of Tender Process and Requests for Further Information
- Part 5 Evaluation Criteria and Contract Award
- Part 6 Legal Notes

- Appendix 1 Draft Contract
- Appendix 2 Evaluation Matrix
- Appendix 3 Basic Information Form

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

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

## **Part 1 Background Information**

### **1.1 S4C**

S4C is the only Welsh television channel in the world and one of the UK's five public service television broadcasters. It is an independent broadcasting authority established under the Broadcasting Act 1981 and is regulated by the Communications Act 2003 and the Broadcasting Act 1990.

S4C provides a broad range of high quality and diverse programming. The channel broadcasts over 115 hours of Welsh language programmes each week. S4C's programmes are available to watch on live on the S4C website via broadband and the on demand catch up service on the s4c.cymru website, through the BBC iPlayer and on YouView, smart TV, Sky, Freeview and many other platforms.

S4C is uniquely funded through a mixture of grant in aid, advertising and commercial revenue, and in addition ten hours a week of Welsh Language programming funded by the licence fee is provided to S4C by the BBC.

For further background information about S4C, please refer to the Annual Report 2018/19, available on the S4C website (s4c.cymru), or contact:  
or by contacting:

Viewers' Hotline  
S4C  
Unit 1  
Doc Fictoria  
Caernarfon  
Gwynedd  
LL55 1TH  
Tel: 0370 600 4141

### **1.2 The Communications Department**

This tender is offered by the S4C Communications Department. The Communications Department is responsible for promoting all aspects of S4C to the general public audience and has undertaken to support the S4C brand and promote creative excellence.

### **1.3 Contract Specific Background Information**

S4C is seeking to enter into a contract for the production of digital content and the project management of S4C's #Iaith2020 multi-media marketing campaign ("the Campaign") running from January 2020 throughout the calendar year.

#### ***Campaign Aim***

The strategic goal of the Campaign is to reinforce S4C's core value in celebrating the Welsh language and to increase viewers through the creation of a national conversation about identity, culture and the role of the Welsh language today.

By setting a strategic goal for the language this provides an opportunity for S4C to highlight its unique selling point as the only Welsh broadcaster in the world and to support the Welsh government's long-term strategy to increase the number of Welsh speakers.

Against a backdrop of unprecedented change, S4C wants to refresh its position as the cornerstone of the Welsh language for all, regardless of people's linguistic abilities. By creating and sustaining a conversation about the Welsh language, S4C aims to:

- Generate a discussion about Welsh identity and the language through a range of platforms;
- Spark people's interest in speaking and learning Welsh and discovering more about Welsh heritage and culture;
- Break down barriers between Welsh and non-Welsh speakers by repositioning attitudes and perceptions; and
- Increase linear and digital viewing figures for S4C and S4C Clic, the channel's player service.

Through the Campaign, Welsh speakers and non-Welsh speakers will have the opportunity to engage in a discussion about the role of the language in our identity and future. The conversation will be underpinned by a year of programming that will raise the profile of the language and offer ways to engage through a multi-platform approach.

Two keynote series will feature in the S4C schedule during the Campaign period:

- 'Iaith ar Daith' – a series featuring different celebrity pairs (one Welsh speaker and one Welsh learner) travelling through Wales taking on language challenges (intended for broadcast in Spring 2020); and
- 'Hanes yr Iaith' – an in-depth documentary series about the history of the Welsh language (intended for broadcast in Autumn 2020).

The series themes will be reflected across S4C's on-screen and digital schedules throughout the Campaign period, in addition to a range of opportunities for people to engage through commissioned and user-generated content across different platforms.

These two series will present opportunities to highlight the Campaign at different points in the year through digital and more traditional activities. The Campaign aim is to support and supplement the on-screen and digital programmes.

### ***Core Messages***

The Campaign should create a conversation about Welsh identity through the prism of the language and pose the following questions to the audience:

- What does it mean to be Welsh or live in Wales in 2020?
- What does the language mean to speakers and non-speakers?
- As Wales becomes increasingly diverse, what role does the language play in embracing and encouraging this diversity?
- What are the main barriers to use of the language and how do we overcome them?
- How do we specifically engage younger people in this discussion?

### ***Target Audience***

The Campaign should be aimed at the following target audiences:

- Non-Welsh speakers – to break down perceptions and barriers to engaging with S4C and draw them into viewing S4C content and engaging in the conversation;
- Light users (language and S4C viewers) – to increase engagement with the channel and build an understanding of what will motivate them to view more programmes; and

- S4C's core audience – to reaffirm S4C's position at the heart of the language and encourage them to share the positive experience of a bilingual life.

### ***Support Networks***

The successful Tenderer will be expected to co-operate and/or collaborate with the following supporting networks as part of its partnerships strategy:

- Online influencers and communities;
- Stakeholders, Representative Groups and Partners who have influence and interest in language acquisition, for example:
  - o Y Ganolfan Dysgu Cymraeg
  - o Urdd Gobaith Cymru
  - o Eisteddfod Genedlaethol
  - o Mentrau Iaith Cymru;
- Stakeholders, Representative Groups and Partners that regularly have contact with the primary target audiences, for example:
  - o Schools and colleges
  - o Mudiad Meithrin
  - o Wales YFC CFFI Cymru
  - o Merched y Wawr; and
- Internal stakeholders across the Welsh production sector who are responsible for developing content and programming directly in relation to and/or in support of the Campaign e.g. Boom Cymru TV and Rondo Media.

### ***Contract Objectives***

The successful Tenderer will be expected to:

- Project manage the Campaign, by developing and implementing a media, press and PR strategy;
- Develop and implement a 'creative content strategy' for the Campaign, including the development and delivery of digital content;
- Support S4C to engage partners and stakeholders with the Campaign to maximise reach; and
- Develop and implement a monitoring and evaluation strategy to track awareness of the Campaign throughout the year.

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

## **Part 2 Contract Specific Information**

### **2.1 Scope of contract**

The successful Tenderer will be required to develop and implement an integrated multi-media marketing strategy for the #Iaith2020 campaign. The key requirements of the contract are:

#### **A) Campaign Project Management**

The successful Tenderer will be required to:

- Develop and implement a brand and identity for the Campaign;
- Develop and implement a media strategy (including a social media strategy) for the dissemination of digital content and other Campaign materials, which may involve new and/or existing media channels and platforms; and
- Develop and implement a press and PR plan for the Campaign, which may include press releases, print materials, events etc.

#### **B) Digital Content Strategy**

The successful Tenderer will be required to develop and implement a 'creative content strategy' for the Campaign. The successful Tenderer will be required to:

- Produce and deliver creative digital content to underpin the core messages of the Campaign as set out above. S4C expects the digital content to support and supplement the on-screen and digital programmes commissioned by S4C. S4C has set out a suggested theme for some of the digital content below – however we are open to other suggestions and are interested in hearing Tenderers' views on this theme:

**'Welsh language buddies'** – a suggested theme for the digital content strategy is to encourage Welsh speakers to team up with non-Welsh speakers to support them in learning Welsh. Activities could include:

- Featuring interesting case studies of learners to motivate and encourage others;
  - User generated content from the 'buddies'; and
  - A competition for the 'buddies';
- Make use of different social media engagement tools such as polls, like our page, and other native tools (to be discussed with S4C);
  - Target the Target Audience (as set out above) and encourage them to get involved in the Campaign conversation; and
  - Identify and work with relevant 'influencers' for the Target Audience to communicate the Campaign messages.

#### **C) Partnerships Strategy**

The successful Tenderer will be required to support S4C to develop and implement a strategy to engage partners and stakeholders with the Campaign to maximise reach.

The successful Tenderer will be required to work with S4C to develop a 'Comms Toolkit' approach to packaging Campaign materials, including printed and electronic resources, to a number of support networks (outlined above) including important stakeholders and

partners. The Toolkit should be accompanied by guidance on how partners and stakeholders can support the Campaign, ensuring consistency in the use of the Campaign branding and the tone/direction of Campaign messages.

## **D) Monitoring and Evaluation**

The successful Tenderer will be required to develop and implement a plan to track awareness of the Campaign, taking into account the GCS OASIS evaluation model, outlined in the latest evaluation framework: <https://gcs.civilservice.gov.uk/guidance/evaluation/> , and using tools such as the Beaufort Omnibus survey. The successful Tenderer will be required to work with S4C to implement changes to the Campaign as required arising from the results of the monitoring activities.

### **2.2 Contract Duration and Terms**

The draft contract is attached at Appendix 1.

The contract will be for a period of 12 months commencing on 6<sup>th</sup> January 2020, with an option to extend for a further period of up to 6 months.

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. Amendments to the draft contract to reflect the successful tender response and/or to clarify the terms of the draft contract only are permitted. By submitting a tender response Tenderers are agreeing, if successful, to enter into a contract with S4C in the form set out in Appendix 1. Tenderers are asked to note in this context the provisions of Part 6.4.

### **2.3 Parent Company Guarantees and Consortia**

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

## Part 3 Information to be Included in Tender Responses

### 3.1 Required Information

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

- **Basic Information Form** in the form included in Appendix 3.
- **Proposal Document** setting out the following information:
  - i. A proposal for delivery of the **Campaign Project Management** services including:
    - A suggested Campaign identity;
    - A recommendation for the media channels and platforms to be used as part of the Campaign across the year, including what existing channels should be used to drive reach and what new channels, if any, should be created;
    - A social media strategy looking specifically at:
      - o whether S4C should create and manage new social media platforms;
      - o whether using existing social media platforms is more effective; and
      - o which platforms to prioritise with different content for different target audiences;
    - A recommendation on whether media owner partnerships should be pursued; and
    - An outline Press and PR plan for the Campaign (to include press releases, print material, events etc);
  - ii. A proposal for delivery of the **Digital Content Strategy** including:
    - How the Tenderer will engage the Target Audience with digital content, including how it will work with influencers; and
    - The type and amount of digital content to be produced as well as other forms of content such as user-generated content and use of social media tools;
  - iii. A proposal for delivery of the **Partnerships Strategy**;
  - iv. A proposal for delivery of the **Monitoring and Evaluation** Services including:
    - A recommendation as to when monitoring and evaluation reporting is most appropriate throughout the Campaign period;
  - v. **Timetable and Monthly Plan** including:
    - A suggested outline timetable for delivery of each of the strategies outlined above for the duration of the Campaign; and

- An example monthly plan/timeline of the type of digital content it intends to create during the first month of the Campaign, the platforms to be used, and how the content will be distributed and marketed. The timeline should set out the Tenderer's proposal for securing S4C approval of materials;
- vi. **Relevant Experience:** a comprehensive description of the relevant experience of the Tenderer in the last three years;
- vii. **Key Personnel** including:
  - Details of the key personnel who will be working on the Campaign and their relevant experience; and
  - Details of the member(s) of the key personnel who are fluent in the Welsh language (whether employed or not); and
- vii. **Fee:** please see section 3.2 for further information.

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

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

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

### 3.2 Fee

S4C estimates that the Services can be delivered for a maximum fee of £80,000. Tenders which present a lower figure will be welcomed.

S4C requires the Services to be provided for a fixed fee to include any set up costs, account management, administration, staffing, meetings and all other costs and expenses incurred in providing the Services. This fixed fee must be expressed in or converted into pounds sterling, exclusive of VAT and must be fixed for the duration of the contract.

Tenderers should provide a suggested payment schedule and should clearly set out the fee payable for the services broken down to show the fee in respect of the following elements of the services separately:

- Campaign project management services;
- Digital content strategy;
- Partnerships strategy; and
- Monitoring and evaluation services.

### 3.3 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 (excluding the Information Form) and the font size should be no smaller than Georgia 10. S4C retains the right to exclude from the tender process any tender response that does not conform with this requirement.

The above page limit does not include any documents annexed to the main tender document.

## Part 4 Outline of Tender Process and Requests for Further Information

### 4.1 Outline of Tender Process

The tender process will involve the following stages:

Stage 1	Deadline for requests for clarification	12.00 noon Monday 25 November 2019
Stage 2	Provide to requests for further information	Monday 2 December 2019
Stage 3	Deadline for receipt of tender responses	12.00 noon Monday 9 December 2019
Stage 4	Commencement of evaluation of tender responses	Monday 9 December 2019*
Stage 5	Notification of results of evaluation	Friday 13 December 2019*
Stage 6	Signature of contract	Thursday 2 January 2020*

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

### 4.2 Submission of Tender Responses

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

Tender responses should be clearly marked "**S4C #Iaith2020 Campaign**" and sent by e-mail to:

[tender.communications@s4c.cymru](mailto:tender.communications@s4c.cymru)

Tenders may be presented in Welsh or English. A tender that is presented in Welsh shall not be treated less favourably than a tender presented in English.

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

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

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

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

#### **4.3 Consideration of Tender Responses and Notification of Result**

S4C will consider all tender responses received by S4C in compliance with the requirements detailed in this ITT in accordance with the procedure and criteria detailed in Part 5 below. The award of the contract will be based on S4C's assessment of the tender response that is the most economically advantageous in accordance with the criteria set out in Part 5 below. All Tenderers who submitted a tender response will be notified of the outcome of S4C's evaluation by email. See further Part 5.4 below.

#### **4.4 Clarification of Tender Responses**

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

#### **4.5 Requests for Further Information**

All contact in relation to this tender process including any requests for further information and/or guidance in completing tender responses must be made by email to S4C at [tenderquestions@s4c.cymru](mailto:tenderquestions@s4c.cymru)

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

Tenderers are encouraged to identify any further information and/or guidance that they may require in connection with this tender process as early as possible. The deadline for submission of requests for further information and/or guidance is **Monday 25<sup>th</sup> of November 2019 at 12:00 noon**. Any requests received after this deadline will not be considered. S4C will endeavour to deal promptly with all requests received before this deadline.

In the interests of fairness and transparency please note that all requests for further information and/or guidance in respect of this tender process and S4C's responses to such requests will be disclosed to all Tenderers. Such disclosures will be made by posting such responses on the S4C website at [http://www.s4c.cymru/production/e\\_tenders.shtml](http://www.s4c.cymru/production/e_tenders.shtml)

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

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

## Part 5 Evaluation Criteria and Contract Award

### 5.1 Compliance Testing

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

### 5.2 Evaluation

The contract will be awarded on the basis of the most 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 criteria and weightings:

#### Compliance Questions:

	Evaluation Criteria	Evaluation Method
<b>Basic Information Form:</b>		
Section 1	Basic Information about the Tenderer	Not scored, but must be completed
Section 2	Basis for Mandatory Exclusion	<b>Acceptable</b> – Completed with each response being “No”, or “Yes” with evidence of acceptable remedial action <b>Unacceptable</b> – Incomplete or any one or more responses being “Yes” without evidence of acceptable remedial action.
Section 3	Basis for Discretionary Exclusion	<b>Acceptable</b> – Completed with each response being “No”, or “Yes” with evidence of acceptable remedial action <b>Unacceptable</b> – Incomplete or any one or more responses being “Yes” without evidence of acceptable remedial action.
Section 4	Additional Modules Insurance	<b>Acceptable</b> – Completed with each response being “Yes” <b>Unacceptable</b> – Incomplete or any one or more responses being “No”.
	Equality	<b>Acceptable</b> – Completed with response to Q1 and Q2 being “No”, or “Yes” with evidence of acceptable remedial action, and with response to Q3 being “Yes”. <b>Unacceptable</b> – 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	<p><b>Acceptable</b> – Completed with response to Q1 being “No”, or “Yes” with evidence of acceptable remedial action, and with response to Q2 being “Yes”.</p> <p><b>Unacceptable</b> – Incomplete or response to Q1 being “Yes” without evidence of acceptable remedial action and/or response to Q2 being “No”.</p>
	Health and Safety	<p><b>Acceptable</b> – Self-certification completed and response to Q2 being “No”, or “Yes” with evidence of acceptable remedial action and response to Q3 being “Yes”.</p> <p><b>Unacceptable</b> – Self-certification incomplete or response to Q2 being “Yes” without evidence of acceptable remedial action and/or response to Q3 being “No”.</p>
	Data Protection	<p><b>Acceptable</b> – Self-certification completed and response to Q2 being “No”, or “Yes” with evidence of acceptable remedial action and response to Q3 being “Yes”.</p> <p><b>Unacceptable</b> – Self-certification incomplete or response to Q2 being “Yes” without evidence of acceptable remedial action and/or response to Q3 being “No”.</p>
Section 5	Declaration	Not scored, but must be completed

#### Qualitative Questions:

Award Criteria	Information to be Assessed	Evaluation Questions (How will S4C evaluate the response)	Weighting
Proposal Document:			

A proposal for delivery of the Campaign project management services	A suggested Campaign identity.	Has the Tenderer provided a suitable and creative identity and brand for the Campaign?	<b>5%</b>
	A recommended strategy for the media channels and platforms to be used in the Campaign including a description of the existing and/or new media channels to be used and/or created and whether media owner partnerships should be pursued.	Has the Tenderer provided a suitable, engaging and innovative strategy for the media channels and platforms to be utilised as part of the Campaign across the year?	<b>5%</b>
	A suggested social media strategy for the Campaign outlining what specific existing and/or new social media platforms will be used for different content and audiences.	Has the Tenderer provided a suitable, engaging and innovative social media strategy?	<b>5%</b>
	An outline Press and PR plan for the Campaign.	Has the Tenderer provided a suitable, engaging and innovative Press and PR plan for the Campaign?	<b>5%</b>
A proposal for delivery of the Digital Content Strategy	Description of the Tenderer's proposal for engaging the Target Audience, including how it will work with influencers.	Has the Tenderer demonstrated that its digital content will successfully engage the Target Audience in accordance with the brief?	<b>15%</b>
	Description of the Tenderer's ideas for the type and amount of digital content to be produced as well as other forms of content such as user-generated content and use of social media tools.	Do the Tenderer's content ideas demonstrate editorial and creative ambition that is engaging, innovative and that satisfy the core aims of the Campaign?	<b>15%</b>
A proposal for delivery of the Partnerships Strategy	Description of the Tenderer's partnerships strategy.	Has the Tenderer provided a suitable, engaging and innovative partnerships strategy?	<b>5%</b>

A proposal for delivery of the Monitoring and Evaluating services	Description of the Tenderer's proposal for monitoring and evaluating the Campaign including a reporting to S4C.	Does the Tenderer's response demonstrate a logical and effective method of monitoring and evaluating the activities required by the Services and an ability to implement any required changes to the Campaign?	<b>5%</b>
Delivery timetable and monthly plan	The Tenderer's delivery timetable for delivery of the Services and an example monthly plan/timeline outlining the intended digital content strategy for the first month.	Has the Tenderer demonstrated it will be able to deliver the services effectively across the Campaign year?	<b>15%</b>
Relevant Experience	A comprehensive description of the relevant experience of the Tenderer in the last three years.	Does the Tenderer have relevant experience of providing similar services in the last three years?	<b>5%</b>
Key personnel	<p>Details of the members of the key personnel who are fluent in the Welsh language.</p> <p>Details of the Tenderer's key staff to be assigned to the Services.</p>	<p>Does the Tenderer have sufficient Welsh language capability? The Tenderer must ensure, by the commencement of the contract, that at least one member of key personnel (whether employed or non-employed) is fluent in the Welsh language.</p> <p>Has the Tenderer demonstrated that the key personnel have the ability to provide the services effectively?</p>	<p><b>Pass/Fail</b></p> <p><b>5%</b></p>

**Appendix 2** contains the matrix which sets out how the information required in Part 3.1 above will be evaluated in accordance with these criteria.

## Fee Evaluation

S4C will evaluate the fee provided by all Tenderers using the following formula: lowest fee provided as part of the tender divided by the Tenderer's submitted fee. S4C may

exclude responses that have provided abnormally low fees. The fee will be weighted at **15%**.

### **5.3 Disqualification of Tender Responses/Tenderers**

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

- (a) a tender response does not comply in any respect with the requirements of this ITT;
- (b) any information provided to S4C by the relevant Tenderer (or, in the case of a consortium, any of its members) is incomplete, inaccurate or misleading in any respect or ceases to be correct;
- (c) the Tenderer has colluded with any person (excluding, where the Tenderer is a consortium, collusion between consortium members in relation to the consortium's tender response) in relation to or in connection with its or any other Tenderer's tender response.

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

### **5.4 Contract Award**

Subject to the provisions of Part 6.1 below and following completion of the evaluation of tender responses, S4C will inform Tenderers of the results of the evaluation. The Tenderer whose tender response has been successful will 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 6 Legal Notes**

### **6.1 No Obligation to Offer the Contract**

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

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

### **6.2 Conflict of Interest**

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

### **6.3 Draft Contract**

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

By submitting a response to this ITT, Tenderers are deemed to have accepted the terms and conditions of the draft contract. S4C reserves the right to amend the draft contract after publication once the details of the winning bid are known to conform with the deal specific terms agreed with the successful Tenderer.

### **6.4 Codes of Practice and Guidelines**

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

- Health and Safety Legislation
- Data Protection Legislation
- S4C Statement of Commitment to Diversity
- S4C Compliance Notice (i.e. noting the relevant Welsh Language Standards)
- S4C Child Protection Policy
- S4C Social Media Policy
- Ofcom Broadcast Code

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

### **6.5 Freedom of Information**

S4C is subject to the provisions of the Freedom of Information ("FOI") Act 2000. If any Tenderer considers that any information supplied by it to S4C pursuant to this invitation is commercially sensitive or confidential in nature, this should be highlighted explicitly and the reasons for its sensitivity set out in full in the tender response. S4C will consider this when deciding whether to release information in response to FOI requests. However, applicants must accept that S4C will release such information if it receives legal advice that it must do so in order to comply with the FOI act. S4C retains the discretion to decide whether or not particular information is exempt from disclosure.

### **6.6 Data Protection**

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

## **6.7 Confidentiality and Publicity**

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

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

## **6.8 Disclaimer**

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

## **6.9 Brand Requirements**

The Tenderer (and any of its sub-contractors if relevant) will be required to act in accordance with the S4C Brand Guidelines.

## **6.10 Tender Costs**

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

## **6.11 Amendments to Tender Documents**

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

## **6.12 Copyright**

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

### **6.13 Non-Collusion**

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

1. the tender response is bona fide and intended to be competitive;
2. the Tenderer has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person (other than in connection with a consortium, with other members of the consortium) 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 response.

### **6.14 Inappropriate Conduct**

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

### **6.15 Governing Law**

This ITT shall be governed by the laws of England and Wales and each Tenderer agrees, by returning a tender response, to submit to the exclusive jurisdiction of the courts of England and Wales.



**APPENDIX 1**

**DRAFT CONTRACT**

**Subject to contract**

(See the attached document)

## **APPENDIX 2**

### **EVALUATION MATRIX**

<b>Score</b>	<b>Category</b>	<b>Profile</b>
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**

**BASIC INFORMATION FORM**

(See the attached document)