
Invitation to tender for the provision of Image Tracking Services

Issued: **28th of June 2017**

Deadline for receipt of tender responses: **12:00 midday on Monday the 24th of July**

Deadline for receipt of request for clarification: **Thursday the 13th July**



Introduction

This document invites tenders from individuals, companies and organisations interested in and capable of supplying to S4C an **Image Tracking Service** 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 Contract

Appendix 2 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 language television channel and one of the UK's five public service television broadcasters.

For further information about S4C, please refer to the Annual Report 2015/16, available on S4C's website (s4c.cymru) or by contacting:

Viewers' Hotline
S4C
Parc Tŷ Glas
Llanishen
Cardiff
CF14 5DU

Tel: 0370 600 4141

1.2 The Communications Directorate

This tender is being conducted by the Communications Directorate within S4C. The Communications Directorate is responsible for promoting all aspects of S4C to the general public. It is committed to supporting the S4C brand and responsible for insight into the public's appreciation of the Channel.

1.3 Background Information

Through this tender S4C is seeking to appoint a company to carry out approximately 1,000 face-to-face Welsh language or bilingual interviews with adults 18+, conducted during each wave at selected locations across Wales and across three core audience groups. The core objective of the research is to understand viewers' attitude towards S4C and the other main channels, in terms of brand and content and to monitor these over time.

The interviews are expected to start in December of 2017.

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



Part 2 Contract Specific Information

2.1 S4C's requirements

S4C wishes to enter into a five-year contract for the provision of an annual survey of adults 18+ in Wales:

- 600 Welsh-speaking viewers of S4C (tuning in at least once a week)
- 200 Welsh speaking non/lighter viewers of S4C (tuning in less often than once a week)
- 200 Non Welsh speakers (tuning in to S4C 'nowadays')

These to be demographically and geographically representative across Wales.

The questionnaire is around 15 minutes in length and will ask questions about comparative TV channel imagery, genre strengths across TV channels, usage of TV technology and services and any other services that S4C deems appropriate.

Delivery requirements:

Each wave to be conducted in December and January. Reporting back in writing in February to S4C. A full written Word report and a presentation document as outputs. One face to face presentation in March or later.

2.2 Contract Duration and Terms

The draft five (5) year contract is attached at Appendix 1.

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 and other rights of termination which are provided for in the contract.

S4C is conducting an open tender process under its own procurement rules and therefore no negotiation of the draft contract is permissible once the successful company is selected. The only amendments to the draft contract which will be permitted are amendments to reflect the successful tender response and/or to clarify the terms of the draft contract. 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 Anticipated Budget

S4C estimates that Tenderers should be able to deliver the service for £140,000 or less in total over five years. Applications which present a lower figure will be welcomed.

2.4 Communication

Regular and effective communication with relevant S4C staff will be required throughout the term of the contract.

2.5 Staffing Requirements

Tenderers will be required to employ staff with appropriate skills to work on all aspects of the project, including managing all logistical planning. It is essential for there to be at least one Welsh speaking office-based member of staff to work on the project and be available to report back on the findings by way of a presentation at S4C.

All fieldwork staff used on this project **must be fluent Welsh speakers**.

2.6 Legal

The Tenderer will be required to conform with all appropriate legislation in particular data protection legislation, codes and guidelines (See Legal Notes)

2.7 Technical Requirements

The successful tenderer will be required to conduct all research face-to-face across a number of sampling points across Wales. Tenderers may also quote for an online methodology or a mixed methodology, detailing how these would ensure accurate demographic and geographic representation.

First contact among all fieldwork staff and the public must be in Welsh with any follow up contact to be either in Welsh or English in accordance with the requirements of the member of the public.

The successful tenderer will be required to ensure that all survey documentation, questionnaires and respondent documentation & all contact during the survey work is capable of being provided bilingually.

The successful tenderer will be required to report on 3 geographical areas (North, West/Mid and South), and also on the viewer types detailed above in the description of the service.

The successful tenderer will be required to collate historical data from S4C (one or two years) in order to compare such historic data with current fieldwork data. S4C will provide the successful tenderer with this data prior to fieldwork.

Part 3 Information to be Included in Tender Responses

3.1 Required Information

Tenderers are required to present the following as part of responses in order to demonstrate in detail how S4C's requirements set out in part 2 above will be met:

- An explanation of how the brief will be approached – detailing methodology for recruitment of a suitable sample, proposed timeframe and number of sampling points.
- A full price inclusive of all costs.
- A description of the nature of the report to be provided to S4C, how the contract will be administered and managed including regular contact with S4C.
- Details of the experience of the project manager, the number and experience of the field force across Wales, and any other relevant staff

- Details of any subcontracted element and the Tenderer's experience in managing the subcontractors
- Details of the Tenderer's experience in providing similar services and in the Media Industry (providing examples of at least three other contracts delivered by the Tenderer in the last five years), and how you would provide context when reporting back to S4C

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

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

3.2 Fee

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 service. This fixed fee must be clearly expressed in or converted into pounds sterling, exclusive of VAT and must be fixed for the duration of the contract.

3.3 Maximum Pages

Tenderers should seek to be concise in drafting their response to this ITT. Tender responses should not exceed 30 A4 pages in length and the font size should be no smaller than Verdana 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, including the Basic Information Form.

Part 4 Outline of Tender Process and Requests for Further Information

4.1 Outline of Tender Process

On the 28th of June 2017 S4C published an invitation to tender on Sell2Wales and the S4C website inviting providers interested in the Image Tracking Service for S4C to download, complete and return to S4C a tender response.

The remainder of this tender process will involve the following stages:

Stage 1 Deadline for requests for clarification

Thursday the 13th July 2017

Stage 2 Deadline for receipt of tender response

12.00 midday on Monday the 24th of July 2017

Stage 3 Commencement of evaluation of tender responses

Tuesday the 25th of July 2017

Interviews

You may be required to attend S4C's offices to clarify elements of your tender response on Monday the 7th of August 2017. You will be notified on Tuesday 1st August 2017 if this is the case.

We anticipate notifying you of the results of this process on Friday the 25th of August.

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 Image Tracking Service and sent by e-mail to:

E-mail: tendr@s4c.cymru

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.

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

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

S4C will consider all tender responses received by S4C in compliance with the requirements detailed in this ITT and all information provided at interview 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.

S4C may require Tenderers to attend interviews in Cardiff to clarify details set out in the tender response document and to make a presentation. The interview may be conducted in Welsh or English. Please note your language choice on the Basic Information Form. If you choose a Welsh interview, we will provide a translation service from Welsh to English if necessary.

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 cwestiwntendr@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 Thursday the 13th of July. 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 on the S4C website at <http://www.s4c.cymru/en/tenders/>

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:

	Criteria	Weighting
(a)	Cost Details of the fee payable for the services	30
(b)	Methodologies for recruitment of a suitable sample and the proposed timeframe	20
(c)	Experience of the project manager, and the experience and number of the field force across Wales, including the experience of any subcontractor and the provider's experience in managing subcontractors, if relevant.	20
(d)	Experience of the provider in delivering similar services and the provider's demonstrated understanding of the Media Industry	20
(e)	Proposed methodology for administration of the service including nature of regular contact with S4C and format of the final report	10

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

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 Image Tracking Service is set out in Appendix 1.

By submitting a response to this ITT, Tenderers are indicating their acceptance of the terms of the attached 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 applicant.

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
- Welsh Language Standards - S4C Compliance Notice
- S4C Brand Guidelines
- S4C Statement of Commitment to Diversity
- S4C Data Protection Policy

Each Tenderer should include the cost of complying with the above (including to cost of appropriate advice) within the application. Many of these guidelines are available on the S4C Production Website which is available at <http://www.s4c.cymru/en/production/> or at <http://www.s4c.cymru/en/about-us/authority/page/17368/welsh-language-standards/>

6.5 Freedom of Information

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

6.6 Data Protection

By submitting a tender response Tenderers authorise S4C to process all personal information provided as part of the tender response in accordance with the Data Protection Act 1998 and confirm that they have obtained all necessary third party consents to enable S4C to do so.

6.7 Confidentiality and Publicity

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

By submitting a response to this tender Tenderers agree not to, and agree to ensure that their employees do not, issue any publicity of any kind (including but not limited to

notices via social networking sites such as Facebook or Twitter or otherwise) regarding the subject of this tender or any decision of S4C in relation to any element of this tender unless S4C has provided prior written consent to such communication.

6.8 Disclaimer

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

6.9 S4C Brand Requirements

Use of the S4C brand will be licensed to the successful Tenderer for the period of the contract. The Tenderer will be required to act in accordance with the S4C Brand Guidelines available on the S4C website.

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 the case of a consortium, the other consortium members) or required any other Tenderer to do the same; and
3. the Tenderer has not communicated to any person other than S4C the amount or approximate budget or price of the tender response, except where the disclosure, in confidence, was necessary to obtain insurance premium or other quotations required for the preparation of the tender.

6.14 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

CONTRACT DOCUMENT

SUBJECT TO CONTRACT



APPENDIX 2
BASIC INFORMATION FORM

SECTION 1 – Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender response		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
<i>Please mark 'X' in the relevant box to indicate your trading status</i>	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
<i>Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you</i>	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> 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	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services <i>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.</i>	<input type="checkbox"/> Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services <i>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.</i>	<input type="checkbox"/> Yes
d) Bidding as a consortium but not proposing to create a new legal entity. <i>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.</i> <i>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.</i>	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Lead member</u>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). <i>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.</i>	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

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 <input type="checkbox"/> English <input type="checkbox"/>

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please provide the registration number in this box.</i>
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</i>

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
(a) 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;		
(b) 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;		
(c) the common law offence of bribery;		
(d) 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;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(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;		
(f) 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;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) 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;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) 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		
(n) 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.		
<p><u>Non-payment of taxes</u></p> <p>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?</p> <p><i>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?</i></p>		

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
(a) 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;		
(b) 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;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) 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;		
(f) 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;		
(g) 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;		
(h) 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		
(i) 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 Modules

Applicants who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage.

4.1 - Insurance

<p>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:</p> <p>Employer's (Compulsory) Liability Insurance = £10m Public Liability Insurance = £10m</p> <p><i>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum (£10m is preferable). Please note this requirement is not applicable to Sole Traders.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4.2 – Compliance with Equality Legislation

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

<p>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</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	proceedings in any jurisdiction other than the UK)?	
2.	<p>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?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.3 – Environmental Management

1.	<p>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)?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.4 – Health and Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>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?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No



SECTION 5 - Declaration

I declare that:

- (a) I have the requisite authority to complete and return this Tender response on behalf of the Applicant;
- (b) all information provided in this Tender response is complete and accurate to the best of my knowledge and belief; and
- (c) 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:



Basic Information Form – Template for Appendices

Appendix Number -
Basic Information Form section -
Question number -