**Invitation to tender for the development and submission of Connected Device App - S4C Clic**

Issued: 13th December 2022

Deadline for receipt of request for clarification: 12.00 midday 21st December 2022

Deadline for receipt of tender responses: 12.00 midday 13th January 2023

THIS DOCUMENT IS ALSO AVAILABLE IN WELSH

**Introduction**

This document invites tenders from individuals, companies and organisations interested in and capable of the development, submission and maintenance of a Connected Device App, namely S4C Clic, across a range of connected media devices, 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 Welsh television channel and one of the UK's five public service media organisations and the only Welsh language public service media organisation.

S4C provides a broad range of high quality and diverse programming in the Welsh Language. Through its linear service, S4C broadcasts over 6100 hours of content a year, designed to meet the demands of a wide range of different audiences in terms of age, taste, and genre. S4C’s usage patterns, like those of all other broadcasters, are evolving, with viewers migrating from the linear timetable to watch content on platforms and at times that are more convenient.

S4C linear TV service is currently available on a range of digital platforms including Freeview, Freesat, Sky and Virgin. In addition, S4C is available to watch live on the S4C website, via the ‘S4C Clic’ player and on BBC iPlayer.

For further background information about S4C, please refer to the Annual Report 2021/22, available on the S4C website (s4c.cymru) or by contacting the Viewers’ Hotline:

Tel: 0870 600 4141

hotline@s4c.cymru

* 1. **The Product Development Department**

This tender is offered by the S4C Product Development Department. The Product Development Department is responsible for S4C’s online offering across all platforms.

* 1. **Contract Specific Background Information**

S4C is a Public Service Media organisation, and has operated a linear TV service since 1982. S4C currently has a BVOD service branded "S4C Clic" which is currently available on a range of connected media devices. these include.

* Samsung
* YouView
* Amazon Fire TV
* XBOX
* Free View Play (pending)

The current iteration of the S4C Clic app for TV is an HTML5 app. It consumes data from a bespoke node.js/react CMS. Video encoding and streaming is managed and provided by a 3rd party and delivered over AWS.

Through this tender process S4C is seeking to appoint a supplier to develop and publish the S4C Clic app across a range of connected media devices. These may include, in no particular order:

* Sky (latest Operating System)
* Virgin (latest Operating System)
* LG
* Apple TV
* Google TV (previously known as Android TV)

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**

As the landscape of broadcasting changes, S4C wants to ensure we’re serving the needs of our various audiences, wherever they are, and however they choose to engage with us.

In order to realise that aim, we’re looking to appoint an OTT applications specialist to work with us to further develop S4C Clic’s footprint in the digital space. It’s expected that this OTT apps specialist will also serve as an app support provider and development partner that will help inform S4C of any emerging trends within the connected devices ecosystem and advise us on how to best prioritise our development roadmap.

In issuing this tender S4C is looking for a supplier that is able to:

* upgrade our application UI across existing connected TV and media devices platforms;
* further develop and adapt our application in a way that enables S4C's VOD service to become available on a further range (as listed in Part 1.3) of connected TV and media devices and to serve our users with a bespoke product, efficiently and effectively;
	+ - manage and deliver onboarding, maintenance and support of our app across all connected tv and media devices;
			* maintain a close working relationship with all the stakeholders involved during the creation and testing process including the S4C Product Development team and third parties;
		- offer an innovative approach to the application development, and provide specialist insight and advice on trends within the marketplace, thereby helping to identify future platform opportunities.

Most of S4C's requirements will be similar to other media outlets, however the supplier will also need to consider additional requirements due to the nature of our dual language service (Welsh and English). These include the delivery of additional UIs, and the requirement to support effective subtitling and audio descriptions in both Welsh and English.

The successful candidate will have to work closely with the S4C Product Development team in order to ensure efficient exchange of information.

**2.2 Contract Duration and Terms**

The draft contract is attached in Appendix 1.

The contract will be for an initial period of 2 years with an option to extend for a further 1 year.

S4C will expect the successful applicant to commence performance of the contract immediately on signature of the contract.

S4C will review the contract and the successful supplier's performance after the first three months and reserves the right to terminate the contract at the end of this period following such a review. This review will be in addition to any regular reviews that 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. 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 the provisions of Part 6.3 in this respect.

**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**

The 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:

**3.1.1** Complete the **Basic Information Form** in the format set out in Appendix 3.

**3.1.2** a **Written Statement** setting out methodology to provide the service. The Tenderer should note:

1. A comprehensive description of the relevant experience of the Tenderer in the last three years including a list of customers to whom the Tenderer has provided similar services, and a list of the Key Personnel intended to work on the project and their qualifications.
2. How it would offer an innovative approach to the application development in order to upgrade S4C’s application UI across existing connected TV and media devices platforms and consider the potential challenges of doing so? The statement should include, but not be limited to:
* A description of the challenges around providing multi language (audio) live streams for the range of platforms described in the Part 1.2;
* The considerations around building a player for the platforms that can consume content such as HLS, MPEG DASH, DVB DASH etc;
* A summary of the issues facing an HTML5 app that can impact negatively on performance and how might these be mitigated;
* How to satisfy additional requirements due to the nature of S4C’s dual language service (Welsh and English) to include the delivery of additional UIs, and the requirement to support effective subtitling and audio descriptions in both Welsh and English.
1. How it would further develop and adapt the S4C Clic app as singular application in a way that enables S4C's video on demand service to become available on Sky and Virgin platforms as well as on a further range of connected TV and media devices (as listed in Part 1.2 above) and to serve S4C’s users with a bespoke product, efficiently and effectively?
2. How it would manage and deliver onboarding, maintenance and support of S4C’s app across all connected tv and media devices? The statement should include:
* A method statement demonstrating the service level performance guarantees during all stages of he project and in particular both the development and delivery phases to include the processes the Tenderer will have in place to monitor progress in both phases and the Tenderer’s support capability including both office hours support and out of hours support to include weekends and bank holidays;
* A timeline to show the development process detailing milestones and gateways;
* An explanation as to how the development process will segue with the design process and the time and resource required for the design process.
* An explanation as to how it would maintain a close working relationship with all the stakeholders involved during all stages of the process including the S4C Product Development team and third parties as well as provide ongoing support services beyond the delivery phase?
1. How it would provide specialist insight and advice on trends within the marketplace, thereby helping to scope, plan and identify future platform opportunities in relation to S4C’s requirements as described in Part 2.1?
2. Details of the fee(s) required to provide the service to S4C. See Part 3.2 for more information.
3. Any legal comments arising out of the Legal Notes and Contract Document set out in Appendix 1.

Figma Access

As part of this tender process S4C wants to give Tenderers access to a page on Figma which details the UI update for S4C Clic. Should Tenderers wish to have access to the relevant Figma page, they are advised to request this during the Request for Further Clarification stage by providing S4C with a relevant email address to which S4C will email the link.

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 prospective supplier becomes aware that any information which it 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.

**3.2 Fee(s)**

S4C estimates that the service should be capable of being provided in accordance with S4C’s requirements for a maximum annual fee of £600,000 (exclusive of VAT). Applications which present a lower figure will be welcomed.

S4C requires the services set out in this document 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 expressed in or converted into pounds sterling, exclusive of VAT and must be fixed for the duration of the contract.

Tenderers should clearly set out the fee(s) payable for the services and the suggested payment schedule. Tenderers should set out the assumptions on which the fee(s) are based, including any service restrictions and any elements which could trigger higher fees.

**3.2 Maximum Pages**

Prospective suppliers 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 Verdana 10. S4C retains the right to exclude from the tender process any tender response that does not conform to 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**

Applicants should note that there is a possibility that they will be asked to take part in an online interview with S4C as part of the tender process. The tender process will involve the following stages:

Stage 1 Deadline for requests for clarification 12.00 midday, 21st December 2022

Stage 2 Provide responses to requests for clarification 6th January 2023

Stage 3 Deadline for receipt of tender responses 12.00 midday, 13th January 2o23 2022

Stage 4 Commencement of evaluation of tender responses 16th January 2023

Stage 5 Online interviews (if held) 26th/27th January 2023

Stage 6 Notification of results of evaluation 3rd February 2023\*

Stage 7 Signature of contract 10th February 2023\*

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.

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 development and submission of Connected Device App - S4C Clic’**

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

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

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

**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 prospective suppliers to provide further information and/or clarification of any matters contained in their tender responses.

S4C may require shortlisted tenderers to attend an online interview to give a brief overview of the details set out in the tender response document and to make a presentation following a response to a brief(s) for media planning.

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 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 Part 4.1. Any requests received after this deadline will not be considered. S4C will endeavour to deal promptly with all requests received before this deadline.

In the interests of fairness and transparency please note that all requests for further information and/or guidance in respect of this tender process and S4C’s responses to such requests will be disclosed to all Tenderers 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 6.6 below.

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

**PART 5 EVALUATION CRITERIA AND CONTRACT AWARD**

**5.1 Compliance Testing**

Prior to commencing formal evaluation of tender responses, S4C will check tender responses, in particular the Basic Information Form, to ensure that they are fully compliant with the requirements of the ITT. Non-compliant tender responses may be rejected. Details provided in the completed Basic Information Form will not be evaluated, but Tenderers may be excluded if the an affirmative response is given to any question in Section 2 or if the required minimum level of indemnity cover is not able to be provided in accordance with Section 3.

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 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 ModulesInsurance | **Acceptable** – Completed with each response being “Yes” **Unacceptable** – Incomplete or any one or more responses being “No”.  |
|  | Equality | **Acceptable** – Completed with response to Q1 and Q2 being “No”, or “Yes” with evidence of acceptable remedial action, and with response to Q3 being “Yes”.**Unacceptable** – Incomplete or response to Q1 and/or Q2 being “Yes” without evidence of acceptable remedial action, and/or response to Q3 being “No”.   |
|  | Environmental Management | **Acceptable** – Completed with response to Q1 being “No”, or “Yes” with evidence of acceptable remedial action, and with response to Q2 being “Yes”.**Unacceptable** – Incomplete or response to Q1 being “Yes” without evidence of acceptable remedial action and/or response to Q2 being “No”. |
|  | Health and Safety | **Acceptable** – Self-certification completed and response to Q2 being “No”, or “Yes” with evidence of acceptable remedial action and response to Q3 being “Yes”.**Unacceptable** – Self-certification incomplete or response to Q2 being “Yes” without evidence of acceptable remedial action and/or response to Q3 being “No”. |
|  | Data Protection | **Acceptable** – Self-certification completed and response to Q2 being “No”, or “Yes” with evidence of acceptable remedial action and response to Q3 being “Yes”.**Unacceptable** – Self-certification incomplete or response to Q2 being “Yes” without evidence of acceptable remedial action and/or response to Q3 being “No”. |
| Section 5 | Declaration | Not scored, but must be completed |

**Qualitative questions**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Award Criteria** | **Information to be Assessed**  | **Evaluation Questions (How will S4C evaluate the response)** | **Weighting** |
| Experience capabilities and qualifications | A comprehensive description of the Tenderer's relevant experience in the last three years in successfully developing, testing and on-boarding an app onto the platforms listed in this document to include details of all relevant clients for whom the Tenderer has provided similar services, the nature of the services provided to such client, the date the services were provided and the value of the contract for such services.Details of the key personnel (Key Personnel) employed by the Tenderer with relevant experience and qualifications who would be involved in providing the services. | Does the Tenderer have relevant experience of providing similar services in the last three years?Do the Key Personnel have relevant experience of providing similar services? | **7%****3%** |
| Knowledge and understanding of S4C’s requirements and methodology for providing the service | A comprehensive description of how the Tenderer would offer an innovative approach to the application development in order to upgrade S4C’s application UI across existing connected TV and media devices platforms and consider the potential challenges of doing so?A detailed explanation of how the Tenderer would further develop and adapt the S4C Clic app as a singular application in a way that enables S4C's video on demand service to remain available on Sky and Virgin platforms as well as on a further range of connected TV and media devices (as listed in Part 1.2 above)? | Has the Tenderer clearly described how it would offer an innovative approach to the application development in order to upgrade S4C’s application UI across existing connected TV and media devices platforms?Has the Tenderer explained how it would overcome the challenges around consuming multi language (audio) live streams for the range of platforms described in Part 1.2?Has the Tenderer described how it would go about building a player for the platforms that can consume content such as HLS, MPEG DASH, DVB DASH etc?Has the Tenderer provided a summary of the issues facing and HTML5 app that can impact negatively on performance and how might these be mitigated by the Tenderer? Has the Tenderer described how it would satisfy additional requirements due to the nature of S4C’s dual language service (Welsh and English) to include the delivery of additional UIs, and the requirement to support effective subtitling and audio descriptions in both Welsh and English?Has the Tenderer explained how it would further develop and adapt the S4C Clic app as a singular application in a way that enables S4C’s video on demand service to remain available on Sky and Virgin platforms as well as on a further range of connected TV and media devices (as listed in Part 1.2 above)? | **10%****5%****5%****5%****5%****10%** |
| Timeline, method statements and standard of support services  | A detailed statement as to how the Tenderer would manage and deliver onboarding, maintenance and support of S4C’s app across all connected tv and media devices? | Has the Tenderer provided a method statement demonstrating the service level performance guarantees during all stages of the project and in particular both the development and delivery phases to include the processes the Tenderer will have in place to monitor progress in both phases and the Tenderer’s support capability including both office hours support and out of hours support to include weekends and bank holidays?Has the Tenderer provided a timeline to show the development process detailing milestones and gateways?Has the Tenderer provided an explanation as to how the development process will segue with the design process and the time and resource required for the design process?Has the Tenderer provided an explanation as to how it would maintain a close working relationship with all the stakeholders involved during all stages of the process including the S4C Product Development team and third parties, as well as provide ongoing support services beyond the delivery phase?  | **10%****5%****5%****5%** |
| Specialist insight to identify future opportunities | A detailed statement as to how the Tenderer would provide specialist insight and advice on trends within the marketplace, thereby helping to scope, plan and identify future platform opportunities in relation to S4C’s requirements? | Has the Tenderer described how it would provide specialist insight and advice on trends within the marketplace, thereby helping to scope, plan and identify future platform opportunities in relation to S4C’s requirements? | **5%** |
| Fee(s) | A full costing for the application development, testing and deployment including a timeline showing how the fee(s) vary with development effort through the period of the project. Details of the fee(s) for support services to include 2 years of support across all named platforms. | Has the Tenderer provided details of its fee(s) for providing the development, testing and deployment elements of the services?Has the Tenderer provided details of its fee(s) for the provision of support services for the first two years of the project? | **15%****5%** |

**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(s) provided by all Tenderers using the following formula: lowest fee provided as part of the tender divided by the Tenderer’s submitted fee. S4C may exclude responses that have provided abnormally low fees. The fee(s) are weighted at **15%** and **5%** as described above.

**5.3 Disqualification of Tender Responses/prospective suppliers**

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 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 Tenderer 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 Tenderersto clarify their tender responses and/or to provide additional information in relation thereto.

**6.2 Conflict of Interest**

Prospective suppliers 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.

Any comments on the draft contract must be included in your application as set out in Part 3.1. Otherwise, by submitting your tender you are deemed to have accepted the terms and conditions of the draft contract.

Notification of comments on the contract in your tender does not mean that they are agreed by S4C. 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. 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.

**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
		- S4C Technical Requirements
		- S4C Data Protection and Privacy Policies
		- S4C Statement of Commitment to Diversity
		- Ofcom’s Broadcasting Code
		- S4C’s Social Media 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/page/1154/guidelines/>***.***

**6.5 Freedom of Information**

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

**6.6 Data Protection**

By submitting a response, you confirm that you have informed all individuals identified in the tender response that you will share their personal data in this way. You acknowledge that S4C will process all personal information provided as part of your response in accordance with the General Data Protection Regulation 2016 and the Data Protection Act 2018. S4C’s Privacy Notice is available at [www.S4C.cymru,](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 to use such information for any purpose other than the preparation of the tender response and shall not to disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the tender response. Such obligations of confidentiality shall not apply to documents already in the public domain at the time it is disclosed or made available to them by S4C.

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

**6.8 Disclaimer**

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

**6.9 Tender Costs**

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

**6.10 Amendments to Tender Documents**

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

**6.11** **Copyright**

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

**6.12 Non-Collusion**

By submitting a response to this ITT, each 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 or required any other Tenderer to do the same; and

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

**6.13 Inappropriate Conduct**

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

**6.14** **Governing Law**

This ITT shall be governed by the laws of England and Wales 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 attached document)

**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**

**BASIC INFORMATION FORM**

(See document attached)