



Invitation to Tender for the Supply/Licence of a Customer Data Platform

Issued:	Thursday 13 January 2022
Deadline for receipt of a request for clarification:	12.00 midday Thursday 03 February 2022
Deadline for receipt of tender responses:	12.00 midday Thursday 17 February 2022

THIS DOCUMENT IS ALSO AVAILABLE IN WELSH

Introduction

This document invites tenders from individuals, companies and organisations interested in and capable of supplying and/or licensing a customer data platform 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 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 in the Welsh Language available on digital platforms including Freeview, Freesat, Sky and Virgin. In addition S4C is available to watch live and on demand on S4C Clic and on demand on BBC iPlayer.

For further background information about S4C, please refer to the Annual Report 2020/2021, available on the S4C website (s4c.cymru) or by contacting the Viewers' Hotline.

0870 600 4141 hotline@s4c.cymru

1.2 The Marketing and Digital Department

This tender is offered by the S4C Marketing & Digital Department. The Marketing & Digital 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 supply and/or licence of a platform/tool/software enabling S4C to access and use customer data for monitoring, research and marketing purposes.

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

Essential Requirements:

Each tender response should provide access to S4C to a web-based platform which would enable S4C to a) collect, collate and store relevant user data from a range of sources; b) segment these users according to a range of behavioural and/or demographic factors; c) personalize user journeys based on their behaviours and/or demographic factors; and d) design and deliver automated marketing campaigns based on user behaviours and/or demographic factors.

To be clear, the platform must also –

- Allow full, multi-layered management of user privileges.
- Allow multiple login/user management.
- Be user-friendly and allow effective integration with third party services.

Each Tenderer should also provide an effective support service throughout the contract period to include an optional training module. S4C expects the successful tenderer to respond to queries from S4C promptly within agreed timescales.

Due to the rapidly developing nature of the industry, Tenderers are also expected to demonstrate an ability to evolve the software/platform/tools to respond to changing user habits, industry trends, technological developments, and new features becoming available on the various platforms.

Specific Requirements:

Integrate web and mobile app data with a single API

This tool should enable S4C to:

- Input data from a range of sources into the platform. These sources include, but are not limited to -
 - Google Analytics
 - Google Ad Words
 - Social Channels (Facebook, Twitter, Instagram, TikTok)
 - YouTube
 - MailChimp
 - Amazon Web Services
 - Additional custom data channels via API

Build real-time user profiles and audiences

This tool should enable S4C to:

- Segment audiences based on individual user behaviours
- Identify user trends, and notify us of any notable change in behaviours

It would be beneficial if the solution could also enable S4C to:

- Attribute activity to individual users across different data sources
- Generate reports detailing user activity across our viewing and marketing platforms

Design and deliver personalized omnichannel campaigns, based on user behaviours

This tool should enable S4C to:

- Leverage the data held within the CDP to craft and deliver automated marketing campaigns via a range of sources (email, PPC and push notifications as a minimum)
- Automate A/B testing of campaigns, and refine campaign delivery accordingly

It would be beneficial if the solution could also enable S4C to:

- Power a recommendation engine that will enable us to automate viewing recommendations based on past viewing history and behaviours

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

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 Completed **Basic Information Form** in the form set out in Appendix 3.
- 3.1.2 A statement setting out a **description of the software/platform/tool and how the requirements of S4C will be met**. The Tenderer should clearly set out how each essential requirement will be ensured. Tenderers should also demonstrate the service's **compatibility and integration with third party services**, where relevant.
- 3.1.3 A comprehensive description of the **relevant experience** of the Tenderer in the last three years including a list of current customers similar to S4C. A description of the **track record of the software/platform/tools** and the way it has been used by others.
- 3.1.4 The Tenderer's methodology for the **provision of high quality support services** and effective communication with S4C throughout the contract term. The Tenderer should demonstrate its ability to keep up to date with industry developments and to **develop the service** on an ongoing basis.
- 3.1.5 A description of the **service's usability and user-friendliness** for both staff and admin users.
- 3.1.6 Details of the **fee(s)** required to provide the service to S4C. See Part 3.2 for more information.
- 3.1.7 Any legal comments arising out of the Legal Notes and Contract Document set out in Appendix 1.

Trial/Demo Access

S4C may require Tenderers to provide trial/demo access for S4C staff to the service offered by the Tenderer during the evaluation period, in order to enable S4C to assess the usability and user-friendliness of the service and its ability to meet S4C's requirements. The trial/demo access should, as far as possible, accurately reflect the service offered by the Tenderer in its Tender response. The trial period should be provided without cost 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.

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 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(s)

S4C estimates that the core service should be capable of being provided in accordance with S4C's requirements for a maximum annual fee of £70,000 (exclusive of VAT). Applications which present a lower figure will be welcomed.

S4C requires the core 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 expressed in or converted into pounds sterling, exclusive of VAT and must be fixed for the duration of the contract.

Any ancillary/operational costs should be based on a monthly usage of 60,000 unique users.

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.

3.3 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 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.



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 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, 03 February 2022
Stage 2	Provide responses to requests for clarification	10 February 2022
Stage 3	Deadline for receipt of tender responses	12.00 midday 17 February 2022
Stage 4	Commencement of evaluation of tender responses (including trial/demo access)	21 February. 2022*
Stage 5	Interviews, if held	24 February 2022*
Stage 6	Notification of results of the evaluation	25 February 2022*
Stage 7	Signature of Contract	07 March 2022*

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 'Tender for Customer Data Platform' and sent by e-mail to (note spelling):

E-mail: Tendr@s4c.cymru

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.

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 despatch 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 and all information obtained from any trial/demo access 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

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 **12:00 midday on 03 February 2022**. 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/en/tenders/>

If Tenderers consider any request for further information and/or guidance that 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. 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
Basic Information Form:		
Section 1	Basic Information about the Tenderer	Not scored, but must be completed
Section 2	Basis for Mandatory Exclusion	Acceptable – Completed with each response being “No”, or “Yes” with evidence of acceptable remedial action Unacceptable – Incomplete or any one or more responses being “Yes” without evidence of acceptable remedial action.
Section 3	Basis for Discretionary Exclusion	Acceptable – Completed with each response being “No”, or “Yes” with evidence of acceptable remedial action Unacceptable – Incomplete or any one or more responses being “Yes” without evidence of acceptable remedial action.
Section 4	Additional Modules Insurance	Acceptable – Completed with each response being “Yes” Unacceptable – Incomplete or any one or more responses being “No”.
	Equality	Acceptable – Completed with response to Q1 and Q2 being “No”, or “Yes” with evidence of acceptable remedial action, and with response to Q3 being “Yes”. Unacceptable – Incomplete or response to Q1 and/or Q2 being “Yes”

		without evidence of acceptable remedial action, and/or response to Q3 being "No".
	Environmental Management	<p>Acceptable – Completed with response to Q1 being "No", or "Yes" with evidence of acceptable remedial action, and with response to Q2 being "Yes".</p> <p>Unacceptable – 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>Acceptable – 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>Unacceptable – 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>Acceptable – 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>Unacceptable – 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
Capability to fulfil S4C's requirements including compatibility with third party services	<p>A statement setting out a description of the software/platform/tool and how the requirements of S4C will be met.</p> <p>Tenderers should also demonstrate the service's compatibility and integration with third party services, where relevant.</p>	<p>Has the Tenderer clearly set out how each essential requirement will be ensured?</p> <p>Has the Tenderer demonstrated the service's compatibility and integration with third party services?</p>	<p>20%</p> <p>15%</p>
<p>Relevant experience including current customers</p> <p>The track record of the software/platform/tools.</p>	<p>A comprehensive description of the relevant experience of the Tenderer in the last three years including a list of current customers similar to S4C.</p> <p>A description of the track record of the software/platform/tools and the way it has been used by others.</p>	<p>Does the Tenderer have relevant experience of providing similar services in the last three years?</p> <p>Has the Tenderer demonstrated and/or provided a description of the track record of the software/platform/tools and the way it has been used by others?</p>	<p>5%</p> <p>5%</p>
<p>Standard of support services including effective communication with S4C.</p> <p>Development of the service.</p>	<p>The Tenderer's methodology for the provision of high quality support services and effective communication with S4C throughout the contract term.</p> <p>The Tenderer should demonstrate its ability to keep up to date with industry developments and to develop the service on an ongoing basis.</p>	<p>Has the Tenderer described how it will provide an effective support service throughout the contract term, particularly how it intends to respond to queries from S4C promptly within agreed timescales?</p> <p>Has the Tenderer demonstrated its ability to evolve the software/platform/tools to respond to changing user habits, industry trends, technological developments, and new features becoming available on the various platforms?</p>	<p>5%</p> <p>5%</p>

Usability and user-friendliness of the service	A description of the service's usability and user-friendliness for both staff and admin users.	Has the Tenderer demonstrated and/or provided a description of the service's usability and user-friendliness for both staff and admin users?	20%
Fee(s)	Details of the costs of the core service to S4C.	Has the Tendered provided details of its costs for providing the core services?	20%
	Details of any ancillary/operational costs based on a monthly usage of 60,000 unique users	Has the Tendered provided details of any ancillary/operational costs based on a monthly usage of 60,000 unique users?	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 core service fee will be weighted at **20%** and the ancillary/operational fee will be weighted at **5%**.

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

The logo consists of a teal-colored square with the letters 'S4C' in white, bold, sans-serif font. The square is slightly tilted to the right.

S4C

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.

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 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 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, 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 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.

6.13 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/ poor Very	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)