



---

**Invitation to tender for the supply/licence of Online Content Management Tools**

---

|  |                                       |
|--|---------------------------------------|
| Issued:  | Monday 21 September 2020              |
| Deadline for receipt of request for clarification: | 12.00 midday Monday 28 September 2020 |
| Deadline for receipt of tender responses:          | 12.00 midday Monday 14 October 2020   |



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 licencing a suite of online video capture, live streaming and social media publishing tools 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 Evaluation Matrix
- Appendix 3 Basic Information Form

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

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



## **Part 1 Background Information**

### **1.1 S4C**

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

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

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

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

Viewers' Hotline  
S4C  
Unit 1  
Doc Fictoria  
Caernarfon  
Gwynedd  
LL55 1TH

Tel: 0370 600 4141

### **1.2 The Communications Department**

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

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

S4C is seeking to enter into a contract for the supply and/or licence of a platform/tool/software to provide online video capture, live streaming and social media publishing functionality.

Primarily, this means enabling streaming of live sports and other events to social media, clipping and sharing from live streams for sharing to social media, as well as the uploading and publishing of video clips directly to social media.

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 for each Tool:**

Each tender response should provide access to S4C and its nominated production companies to a platform/tool/software which would enable S4C and/or its production companies to effectively manage digital content across a number of different social media and online platforms. The platform/tool/software should:

- Allow full, multi-layered management of user privileges.
- Allow multiple login/user management, both within S4C and for external production companies producing content on behalf of S4C. (No limit on number of seats/users within S4C or production companies engaged by S4C).
- Enable S4C to geo-block content.
- Organise and save content within a manageable filing system with unlimited storage capacity.
- Store S4C's video data and make it accessible at any given time.
- Enable S4C to archive all the video data and search the video data via an online cloud based searchable archive with full, multi-layered control of user privileges
- Be user-friendly and allow effective integration with third party services.
- Support video up to a minimum of 1080p
- Support the production of native thumbnails for the platforms to fit in with video clips
- Enable S4C to cross-post content from S4C's Facebook pages to other Facebook pages (Twitter desirable also)
- Enable and manage the process of moving existing archived contents.
- Support cross-posting (or similar techniques) across different platforms

Each Tenderer should also provide an effective support service throughout the contract period. S4C expects the successful tenderer to respond to queries from S4C and/or its production companies promptly within agreed timescales.

Due to the rapid 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.

#### **Live Clipping/Capture Tool (clipping from multiple existing web streams)**

This tool should enable S4C to:

- Clip videos from an existing live web stream (i.e. to select a section of the video stream and share to multiple platforms).
- Share the clips natively on multiple platforms (Facebook, Twitter and YouTube are essential, other options desirable).

- Work/clip on multiple web stream projects at the same time. (At least 2 live web streams at the same time, with the ability to switch sources).
- Clip from historic data (24 hours essential, longer durations desirable).
- Include pre-roll and post-roll video options on videos.
- Include a means to subtitle videos (construction of subtitles in the platform and also use subtitle files that exist already, such as SRT files or STL files)
- Include a means to put other graphics on videos
- Clipping in a variety of aspect ratios

### **Live Streaming Tool (creation of new streams via multiple platforms)**

The tool should enable S4C to:

- Create a live stream on multiple platforms simultaneously (Facebook and YouTube essential, websites and other social platforms desirable).
- Clip from the live web streams (i.e. to select a section of the video streams and share to multiple platforms. Facebook, Twitter and YouTube essential, other options desirable).
- Work/clip on multiple web stream projects at the same time. S4C requires the use of at least 2 live web streams at the same time (3 desirable), with the ability to switch sources when needed.
- Save a video copy of the web streams created, to enable on demand viewing via the platforms.
- Ensure a copy is made available for archive in the data archive as noted above.

### **Native Video Publishing Tool (uploading of content and publishing via multiple platforms)**

The tool should enable S4C to:

- Upload content to a single platform to enable effective management of such content.
- Schedule and post native videos on multiple platforms (Facebook, Twitter and YouTube essential, other platforms desirable).
- Automatically remove videos from numerous platforms after a period of time (Facebook, Twitter and Youtube essential, other platforms are also desirable)
- Include pre-roll and post-roll video options on videos.
- Publish videos in a variety of aspect ratios
- Send a link to someone who does not use the platform to watch the content
- Upload a number of videos to the system concurrently

## **2.2 Contract Duration and Terms**

The draft contract is attached at Appendix 1.

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



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 four 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 6.4 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 2.
- 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 costs of 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**

#### **2.4 Anticipated Fee**

S4C estimates that the entire service should be capable of being provided in accordance with S4C's requirements for an annual fee of approximately £60,000 - £70,000 (exclusive of VAT). Applications which present a lower figure will be welcomed

S4C requires the services to be provided for a fixed fee to include any set up costs, account management, administration, staffing, meetings and all other costs and expenses incurred in providing the 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 payable for the services and the suggested payment schedule. Tenderers should set out the assumptions on which the fee is 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, Monday 28 September 2020 |
| Stage 2 | Provide responses to requests for clarification                              | Friday 2 October 2020                  |
| Stage 3 | Deadline for receipt of tender responses                                     | 12.00 midday Wednesday 14 October 2020 |
| Stage 4 | Commencement of evaluation of tender responses (including trial/demo access) | Wednesday 14 October 2020*             |
| Stage 5 | Interviews, if held  | 19 October 2020*                       |
| Stage 6 | Notification of results of evaluation  | Wednesday 21 October 2020*             |
| Stage 7 | Signature of Contract  | Tuesday 27 October 2020*               |

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

### **4.2 Submission of Tender Responses**

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

Tender responses should be clearly marked 'Tender for Online Content Management Tools' and sent by e-mail to:

E-mail: [Tendr@s4c.cymru](mailto: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 despatching will not be deemed to be proof of delivery and Tenderers are advised to seek an acknowledgement of receipt in a separate email.

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

S4C will consider all tender responses received by S4C in compliance with the requirements detailed in this ITT 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.

#### **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 [Tendr@s4c.cymru](mailto:Tendr@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 Monday 28 September 2020**. 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 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. Fully compliant tender responses will be evaluated by S4C in accordance with the provisions set out in this Part 5.

### 5.2 Evaluation

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

#### Compliance Questions:

|                          | Evaluation Criteria                  | Evaluation Method  |
|--------------------------|--------------------------------------|--|
| <b>Information Form:</b> |                                      |  |
| Section 1                | Basic Information about the Tenderer | Not scored, but must be completed  |
| Section 2                | Basis for Mandatory Exclusion        | <b>Acceptable</b> – Completed with each response being positive or negative with evidence of acceptable remedial action<br><b>Unacceptable</b> – Incomplete or any one or more negative response without evidence of acceptable remedial action. |
| Section 3                | Basis for Discretionary Exclusion    | <b>Acceptable</b> – Completed with each response being positive or negative with evidence of acceptable remedial action<br><b>Unacceptable</b> – Incomplete or any one or more negative response without evidence of acceptable remedial action. |
| Section 7                | Additional Modules Insurance         | <b>Acceptable</b> – Completed with each response being positive<br><b>Unacceptable</b> – Incomplete or any one or more responses being negative.   |
|                          | Equality                             | <b>Acceptable</b> – Completed with each response to C1 and C2 being negative or positive with evidence of acceptable remedial action.<br><b>Unacceptable</b> – Incomplete or positive  |

|           |                          |  |
|-----------|--------------------------|--|
|           |                          | response to C1 and/or C2 without evidence of acceptable remedial action.   |
|           | Environmental Management | <b>Acceptable</b> – Completed with each response to C1 being negative or positive with evidence of acceptable remedial action<br><b>Unacceptable</b> – Incomplete or positive response to C1 without evidence of acceptable remedial action.                                 |
|           | Health and Safety        | <b>Acceptable</b> – Self-certification completed and response to C2 being negative or positive with evidence of acceptable remedial action<br><b>Unacceptable</b> – Self-certification incomplete or positive response to C2 without evidence of acceptable remedial action. |
| Section 8 | Declaration              | Not scored, but must be completed  |

#### Qualitative questions:

|   | Criteria   | Scoring |
|---|--|---------|
| 1 | Capability to fulfil S4C's Requirements including compatibility with third party services              | 35%     |
| 2 | Relevant experience, current customers and track record of the software/platform/tools                 | 5%      |
| 3 | Standard of support services including effective communication with S4C and development of the service | 10%     |
| 4 | Usability and user-friendliness of the service   | 20%     |
| 5 | Fee  | 25%     |
| 6 | Comments on the draft contract   | 5%      |
|   | TOTAL  | 100%    |

The evaluation process will comprise a full assessment of the tenders submitted on the basis of the Award Criteria listed above. Please note S4C will be using the following methodology for assessing your responses per criteria:

| Score | Category                 | Profile   |
|-------|--------------------------|---|
| 0     | Nil Response / Very Poor | Failed to address S4C's requirements or no evidence provided to address S4C's requirements. |

|   |                    |   |
|---|--------------------|---|
| 1 | Poor               | Poor proposal to address S4C's requirements or supported by poor evidence that such proposals will be delivered, which has major gaps, is unconvincing in many respects or seriously lacks credibility.   |
| 2 | Below Satisfactory | Below satisfactory proposal to address S4C's requirements or supported by below satisfactory evidence which has moderate gaps or is unconvincing or irrelevant.   |
| 3 | Satisfactory       | Satisfactory proposal to address 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               | 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          | Excellent proposal that addresses and then exceeds S4C's requirements in a way which S4C considers offers (in the context of S4C's goals, aims and objectives in section 2), 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. |

### 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 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 applicant. 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 Child Protection Policy
- S4C Brand Guidelines
- 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](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 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 Brand Requirements**

S4C will allow the successful Tenderer to use the S4C brand during the term of the main contract in accordance with the terms of a separate brand licence agreement. The Tenderer (and any of its sub-contractors if relevant) will be required to act in accordance with the S4C Brand Guidelines.

## **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**

(See attached)



## **APPENDIX 2**

### **BASIC INFORMATION FORM**

**(See document attached)**

