**Invitation to Tender for the provision of Viewing and Audience Appreciation Data Services**

Issued: Tuesday 19 August 2025

Deadline for receipt of tender responses: Tuesday 23 September 2025 12:00 midday

Deadline for receipt of request for clarification: Tuesday 9 September 2025 12:00 midday

THIS DOCUMENT IS ALSO AVAILABLE IN WELSH

**Introduction**

This document invites tenders from individuals, companies and organisations interested in and capable of supplying to S4C **viewing and audience appreciation data services in relation to S4C services** as more specifically described in the following pages.

This Invitation to Tender (ITT) is divided into the following parts:

Part 1 Background Information

Part 2 Contract Specific Information

Part 3 Information to be included in Tender Responses

Part 4 Outline of Tender Process and Requests for Further Information

Part 5 Evaluation Criteria and Contract Award

Part 6 Legal Notes

Appendix 1 Draft Contract

Appendix 2 Evaluation Matrix

Appendix 3 Basic Information Form

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

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

**Part 1 Background Information**

**1.1** **S4C**

S4C is the only Welsh language television broadcaster service and one of the UK's five public service media organisations. It is an independent broadcasting authority established under the Broadcasting Act 1981, and regulated by the Communications Act 2003 and the Broadcasting Act 1990.

S4C provides a broad range of high quality and diverse Welsh language programming, over 100 hours each week broadcast on Sky, Freeview, Virgin, Smart TVs and available to watch live and on-demand on S4C Clic, BBC iPlayer, YouTube and other platforms. S4C also publishes short-form content via social media, and has a digital news service Newyddion S4C.

For background information about S4C, please refer to the Annual Report 2024/25, available on S4C’s website (s4c.cymru).

**1.2 The Audience Research Team**

This tender is being conducted by the Audience Research Team within the Communications and Marketing Department at S4C. The team is responsible for collecting and analysing audience data in relation to all aspects of S4C business.

**1.3 Contract Specific Background Information**

S4C’s requirements for Viewing and Audience Appreciation Data services are currently being provided under the terms of a contract that will expire when the new panel starts reporting.

S4C, through this tender process, is seeking to appoint a company to recruit and maintain an online panel of adults (16+) comprising of Welsh speakers across the UK and non-Welsh speakers in Wales, and to conduct continuous surveys in relation to viewing and appreciation of S4C programmes, and overall measures for other channels and AV services.

The intention is that the new panel starts to report no later than 1st April 2026.

It is essential that the successful tenderer has strong Welsh language capabilities and is able to communicate with panel members in Welsh.

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

**Part 2 Contract Specific Information**

**2.1** **Scope of contract**

S4C wishes to appoint a provider to recruit and administer a panel of members of the public to provide estimates of viewing and audience appreciation data in connection with S4C programmes and content.

The key elements of the services to be provided are:

* The recruitment, management and administration of an online standalone representative panel sufficient to deliver daily adult (16+) samples of 375 Welsh speakers in Wales, 75 Welsh speakers in the rest of the UK and 150 non-Welsh speakers in Wales.
* All recruitment must be conducted bilingually in Welsh and English, with Welsh at first contact for Welsh speakers.
* Geographic and demographic representation of the panel to reflect population measures, with weighting to either census populations or BARB Establishment Survey populations (to be discussed).
* Capture panellists’ daily consumption of all S4C’s programmes and content (live and catch-up), and ascertain their appreciation via a score attributed by them to each piece of viewed content. This includes S4C’s broadcast channel, all S4C content available on Clic and iPlayer, and S4C video content seen on third-party platforms (e.g. YouTube); and Newyddion S4C, S4C’s online news service.
* The pre-broadcast and final daily schedules for S4C (and other channels and services as required) will need to be sourced from recognised industry providers. Post-TX logs from S4C as supplied to Barb should be used as the definitive programme and metadata source for final reporting.
* Regular surveys to the panel to ascertain general PSM and other leading channel/service appreciation and attitudes, use of other media and services, and appreciation of other broadcasters’ programmes for occasional benchmarking, as agreed.
* S4C will specify different ad-hoc questions from time to time to be served to the panel, on average once a month.
* Reporting will be regular – daily where practicable, at least weekly – and encompass aggregated tabulations, respondent-level data and a query system.
* Each member of the panel shall be contacted bilingually or in the language of their choice, Welsh or English, and all communication & documentation shall be bilingual or in the language of the panellist’s choice.
* Surveys shall be conducted online in accordance with a relevant industry body’s best practice (such as the Market Research Society).
* All practicable steps should be taken to exclude individuals in households in which anyone is connected to the media industry in Wales.
* The successful tenderer shall ensure that at least one staff member is a Welsh speaker to provide Welsh language services and deal with any questions or queries from panel members.
* The organisation providing the service must abide a relevant industry society’s Code of Conduct in relation to the provision of these services to and on behalf of S4C (for example the MRS Code of Conduct).

**2.2 Contract Duration and Terms**

The draft contract is attached at Appendix 1.

The contract will be for a reporting period of 4 years with an option to extend for an additional 12 months.

S4C will review the contract and the successful company’s performance during the first year and retains the right to terminate the contract at the end of the first year following such a review. This review will be in addition to any regular reviews which are provided for in the contract.

S4C is conducting this tender process using the open procedure under the Procurement Act 2023 and therefore no negotiation of the draft contract is permissible. Amendments to the draft contract to reflect the successful tender response and/or to clarify the terms of the draft contract only are permitted. By submitting a tender response Tenderers are agreeing, if successful, to enter into a contract with S4C in the form set out in Appendix 1. Tenderers are asked to note in this context the provisions of Part 6.4.

**2.3 Parent Company Guarantees and Consortia**

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

**2.4 Guide Price**

S4C estimates that the services should be capable of being provided over the duration of the agreement in accordance with S4C’s requirements for an annual cost of approximately £250,000 per annum (inclusive of set-up costs but exclusive of VAT). Applications which present a lower figure will be welcomed. All costs to be given at September 2025 levels and include details of the fee structure during the contract period.

**2.5 Staffing Requirements**

The successful tenderer shall ensure that at least one member of the team is a Welsh speaker to deal with any questions or queries from panel members and to create and check all Welsh language documentation. Other staffing to be adequate to conduct the work efficiently, and to deal with all queries from S4C and panellists.

**2.6 Research Information**

**Weekly Reach (2024/25)**

S4C was viewed by 454,000 people across the **UK:**

* **306,000** in Wales
* of which **156,000** are Welsh speakers in Wales
* **148,000** in the rest of UK (no info on whether they speak Welsh or not)

*Source: Barb (based on viewing for 3 consecutive minutes in a week).*

**2.7 Technical Requirements**

Please describe any particular software(s) that are to be used for data provision and analysis by S4C and specify any technical requirements that may impact on S4C. The cost to S4C of acquiring any such licences or copies of software should be included in the fee.

**2.8 Compliance with Applicable Legislation**

The successful tenderer will be expected to have an in-depth understanding of and effective systems in place to ensure compliance with all applicable law, including without limitation data protection legislation and Welsh language regulations. The cost of ensuring compliance should be included in the fee.

Tenderers are advised that the services must be delivered in compliance with the Welsh Language (Wales) Measure 2011, the Welsh Language Act 1993 (where applicable) and the standards with which S4C is required to comply as if the successful Tenderer itself was S4C. Tenderers must ensure they are familiar with the standards S4C is required to comply with which are available at <https://www.s4c.cymru/en/about-us/page/35415/welsh-language-standards/>

Tenderers must provide a statement describing how they will deliver the services under the contract in a way which ensures panellists are treated equally whether they require communication in Welsh or English.

**2.9 Reporting**

The results of all data collected by the successful tenderer will be required to be delivered to S4C on a regular basis to be specified, daily (where possible) or weekly for the content consumption and appreciation data, and weekly or monthly as relevant for aggregated, channel-level and/or ad-hoc data.

All data must be weighted to respective universes.

All data supplied should note the unweighted sample size in each case, given the need to apply relevant thresholds for publication. For context, S4C currently bases all public reports on samples of at least 25.

All data will need to be made available via (including but not limited to):

* Tabulations in spreadsheet format with demographic breaks
* Front-end query system
* Respondent-level (anonymised) data in database format
* API or similar access.

**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 **Basic Information Form** completed in the form set out in Appendix 3

3.1.2 **A Written Statement** setting out a methodology for the provision of the service. The Tenderer should specify:

1. Recruitment and replenishment of the panel. Please state:

* How the panel would be recruited (initially) and replenished as required to ensure sufficient numbers of Welsh speakers in Wales and the rest of the UK, and non-Welsh speakers in Wales, including representation from fluent Welsh speakers; non-fluent Welsh speakers; and Welsh learners (who may or may not class themselves as Welsh speakers).
* Specify the panel targets that you propose for Welsh speakers in Wales and the rest of the UK, and non-Welsh speakers in Wales, to deliver the required minimum daily reporting samples.
* How would recruitment address competing issues around representativeness, in particular for likelihood to view S4C (where viewers are needed for reporting appreciation, but measuring consumption needs a balanced panel between viewers and non-viewers)?
* How would you ensure that individuals in households in which anyone is connected to the media industry are excluded from the panel?
* What are the other anticipated challenges in recruitment of the panel? How would these challenges be addressed?
* How would geographical and demographic balance be achieved?
* Timetable for recruitment to sufficient strength for reporting.
* Timetable for starting reporting from a sufficient panel, including specifying a start date for reporting that is no later than 1st April 2026.

1. Management and administration of the panel. Please state:

* How would you provide quality, consistency and speed of response throughout the term?
* How would you ensure that response levels and panel balance and representativeness are maintained?
* What are the anticipated challenges in the administration of the panel? How would these challenges be addressed?
* Describe all methods and systems for ensuring compliance with Welsh language regulations during the recruitment process and thereafter (see part 2.8 for more information).
* Brief outline of your relevant experience in managing other similar panel(s).

1. Optimising responses. Please state:

* How would you capture the required range of information from the panellists reliably, consistently, effectively and engagingly?
* What, if any, incentives would you offer to panellists (please specify the estimated total annual cost of such incentives)?
* What daily response rate will you aim to achieve, and how will you engage panellists to optimise this?

1. Data management, provision and reporting methods. Please state:

* In what ways would the data be accessed by S4C and in which formats.
* How you would weight the panel data and combine them with the relevant broadcast metadata.
* Details of the timing and frequency of S4C receiving the different strands of data.
* What level of demographic and geographic data would be available.
* What level of support and ad-hoc data provision you could provide S4C.

1. Ensuring compliance with applicable law. Please describe:

* the methods and systems in place for ensuring the service will be provided in accordance with applicable data protection legislation;
* please provide a privacy impact assessment for the service.

1. Fee and Payment schedule (please see part 3.2 below for more information).

Tenderers may include additional information where relevant to their tender responses, but tender responses should not include any extraneous information not specifically requested or required by the ITT including, for example, sales literature and your own 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**

S4C requires the services to be provided for an annual fixed fee to include any set up costs, account management, administration, staffing, meetings, incentives, software costs 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 (apart from any specified CPI element) for the duration of the contract. Costs should be at September 2025 levels.

Where Tenderers anticipate set-up costs that are less than would be expected for any reason, for example due to use of an existing panel or database, Tenderers should explain this and adjust costs accordingly.

Tenderers should clearly set out the fee payable for the services and the suggested payment structure and schedule. S4C expects the payment schedule will appropriately apportion payment of the fee throughout the duration of the term and will not be significantly front-loaded.

**3.3 Maximum Pages**

Tenderers should seek to be concise in drafting their response to this ITT. Tender responses should not exceed a word limit of 5,000 words (excluding the Basic Information Form). S4C retains the right to exclude from the tender process any tender response that does not conform with this requirement.

The above word limit does not include any words contained within illustrations/diagrams/graphs included within and/or annexed to the main tender document.

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

**4.1 Outline of Tender Process**

The tender process will involve the following stages:

Stage 1 Deadline for requests for clarification 9 Sept 2025 midday

Stage 2 Provide responses to request for clarification 16 Sept 2025

Stage 3 Deadline for receipt of tender responses 23 Sept 2025 midday

Stage 4 Commencement of evaluation of tender responses 24 Sept 2025\*

Stage 5 Notification of results of evaluation 17 October 2025\*

Stage 6 Signature of contract 29 Oct 2025\*

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 either 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 **’ITT - Viewing and Audience Appreciation Data Services’.**

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 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 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 via the Sell2Wales website 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 noted in part 4.1 above. 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 via the Sell2Wales Website 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 6.5 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 and the specific language requirements, to ensure that they are fully compliant with the requirements of the ITT. Non-compliant tender responses may be rejected. Details provided in the Basic Information Form will not be evaluated, but Tenderers may be excluded if a positive response to any question in Section 2 is given or if the minimum required level of indemnity cover cannot be provided in accordance with Section 4.

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 advantageous tender. To assess which tender response is the most 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 | **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 Question (How S4C will evaluate the submission)** | **Weighting** |
| Recruitment and replenishment of a suitable panel | A description of how the tenderer will ensure recruitment of a suitable panel and its replenishment | Has the supplier demonstrated how recruitment of a suitable panel will be achieved to ensure the target numbers required in Wales and the rest of the UK, including geographical, demographic and linguistic balance, and how the panel will be replenished to maintain performance? | 7% |
| Recruitment and replenishment of a suitable panel | A description of the anticipated challenges in recruitment and how they would be addressed, including representativeness, exclusions and range of language capability. | Has the supplier demonstrated they have an understanding of the potential challenges and has effective systems to address such challenges? | 5% |
| Recruitment and replenishment of a suitable panel | A description of the Tenderer’s timetable for recruitment | Has the supplier demonstrated its ability to ensure recruitment of a full panel by its specified target reporting date? | 4% |
| Management and administration of the panel | A description of the Tenderer’s methodology for managing and administering the panel | Has the supplier demonstrated how it will provide quality, consistency and speed of response throughout the term; has the supplier demonstrated its understanding of the potential challenges in the administration of the panel; and how such challenges will be addressed?  Has the supplier demonstrated how the need for replacement of any panel members would be identified and addressed? | 5% |
| Management and administration of the panel | Past relevant experience | Has the supplier provided evidence from past experience that it can effectively deliver and maintain a panel of this scale? | 3% |
| Management and administration of the panel | A description of  all methods and systems for ensuring compliance with Welsh language regulations during the recruitment process and thereafter | Has the supplier demonstrated an appropriate solution for ensuring all recruitment of the panel is conducted bilingually; all correspondence with panel members is conducted in their language of choice; and all applicable Welsh Language Standards are adhered to? | 4% |
| Optimising responses | A description of the supplier’s methodology for optimising responses | Has the supplier demonstrated how it will capture all relevant data points from the panellists reliably, consistently and effectively | 10% |
| Optimising responses | A description of how the supplier will engage panellists, including the use of any incentives | Has the supplier demonstrated how it will engage and enthuse the panellists in order to maintain their interest, including effective and appropriate use (if any) of incentives. | 4% |
| Data management, provision and reporting methods | A description of how the data will be accessed by S4C | Has the supplier demonstrated how it will provide data in a user-friendly manner and in a range of delivery formats that S4C requires, including weighting and metadata? | 5% |
| Data management, provision and reporting methods | Details of the timing of S4C receiving the data | Has the supplier demonstrated how it will ensure a quick turnaround in reporting to S4C, and provided clarity on the timings that they can deliver? | 5% |
| Data management, provision and reporting methods | A description of the data made available to S4C | Does the description of the data to be provided match S4C’s requirements as noted in section 2.9? | 8% |
| Data management, provision and reporting methods | The level of support and ad-hoc data provision provided to S4C, if any | Will the supplier offer any additional ad-hoc data reporting as part of the contract? | 2% |
| Data Protection Systems | A description of the supplier’s methods and systems for ensuring the service will be provided in accordance with applicable data protection legislation.  A Privacy Impact Assessment / Privacy Policy for the service | Has the tenderer demonstrated it has effective and robust systems in place to ensure compliance with applicable data protection legislation, and is this adequately evidenced in the Privacy Impact Assessment/Privacy Policy provided? | 4% |
| Fee | Fee for providing the services | Has the Tenderer provided a clearly defined fee structure for providing the service? | 30% |
| Payment schedule | A suggested payment schedule for the fee | Has the supplier suggested a payment schedule that appropriately apportions payment of the fee throughout the contract term? | 4% |

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

**Evaluation of Fee**

S4C will evaluate the fee provided by all Tenderers using the following formula: lowest fee submitted as part of the tender divided by the Tenderer’s submitted fee. S4C may exclude responses that have submitted abnormally low fees.The fee will be weighted at **30%**.

**5.3 Disqualification of Tender Responses/Tenderers**

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

(a) a tender response does not comply in any respect with the requirements of this ITT;

(b) any information provided to S4C by the relevant Tenderer (or, in the case of a consortium, any of its members), is incomplete, inaccurate or misleading in any respect or ceases to be correct;

(c) the Tenderer has colluded with any person (excluding, where the Tenderer is a consortium, collusion between consortium members in relation to the consortium’s tender response) in relation to or in connection with its or any other Tenderer’s tender response.

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

**5.4 Contract Award**

Subject to the provisions of Part 6.1 below and following completion of the evaluation of tender responses, S4C will inform Tenderers of the results of the evaluation. The Tenderer whose tender response has been successful will be required to enter into an agreement with S4C in the form of the draft contract. No contract will be formed unless and until S4C executes the agreement. No oral or written acceptance of any tender or notification that a Tenderer has been successful will constitute a contract.

**Part 6 Legal Notes**

**6.1 No Obligation to Offer the Contract**

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

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

**6.2 Conflict of Interest**

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

**6.3 Draft Contract**

The draft contract for the provision of the viewing and audience appreciation data services is set out in Appendix 1.

By submitting a response to this ITT, Tenderers are indicating their acceptance of the terms of the attached draft contract. S4C reserves the right to amend the draft contract after publication once the details of the winning bid are known to conform with the deal specific terms agreed with the successful applicant. If the agreement is not satisfactorily completed after the tender has been awarded, S4C reserves the right to award the tender to another Tenderer or to re-tender the agreement.

**6.4 Codes of Practice and Guidelines**

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

* + - Health and Safety Legislation
    - Data Protection Legislation
    - S4C Compliance Notice (i.e. noting the applicable Welsh Language Standards)
    - S4C Technical Requirements
    - Gambling legislation applicable to competitions
    - S4C Brand Guidelines
    - S4C Child Protection Policy
    - S4C Statement of Commitment to Diversity

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** **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 document attached)

**APPENDIX 2**

**TENDER 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)