



INVITATION TO TENDER

S4C's Coverage of the Rugby World Cup 2019

Issued:	16/7/18
Deadline for receipt of requests for clarification:	Midday 12:00 19/7/18
Clarifications posted on-line:	Midday 12:00 24/7/18
Deadline for receipt of tender responses:	Midday 12:00 10/8/18
Interviews (if required) at S4C Llanishen:	15/8/18
Notification:	17/8/18



1. Introduction

The purpose of this Tender is to appoint an experienced production company to provide quality sports coverage and programmes to S4C of the Rugby World Cup 2019.

S4C is in the process of finalising a contract for linear and online Welsh language rights to the 2019 Rugby World Cup in Japan. The rights are based on the following coverage: 9 live games, including opening ceremony and first game, four Wales Pool D games, one quarter final, one semi-final, third place play-off and Final. Please note the following times are UK local:

- 20/9/19 - **Opening Ceremony and Japan v Russia** live at 1030 BST, ko 1145, with 60' highlights in the evening and edited match rerun late evening.
- 23/9/19 - **Wales v Georgia** live at 1115 Toyota Stadium with 60' highlights in the evening and edited match rerun late evening.
- 29/9/19 - **Wales v Australia** live at 0845 Tokyo with 60' highlights in the evening and edited match rerun late evening.
- 9/10/19 - **Wales v Fiji** live at 1045 Oita with 60' highlights in the evening and edited match rerun late evening.
- 13/10/19 - **Wales v Uruguay** live at 0915 Kumamoto with 60' highlights in the evening and edited match rerun late evening.
- 19/10/19 or 20/10/19 - **Quarter Final** at 0815 Oita. One game live with 60' highlights in the evening and edited match rerun late evening.
- 26/10/19 or 27/10/19 - **Semi Final** at 0900 BST or 0900 GMT Yokohama. One live game with 60' highlights in the evening and edited match rerun late evening.
- 1/11/19 - **Bronze Final** live at 0900 GMT Tokyo with 60' highlights in the evening and edited match rerun late evening.
- 2/11/19 - **Final** live at 0900 GMT Yokohama with 60' highlights in the evening and edited match rerun late evening.

S4C retains the right to review and change its requirements if there are changes to the competition's schedule or as otherwise directed by Rugby World Cup Ltd (RWCL).

There may also be a further repeat of the programmes.

The rights are in the Welsh language only. No English commentary or subtitles are permitted.

S4C has the right to show clips of other matches as scene set inserts during the pre-match build ups to the above matches.

All programmes will be made available on Clic and the BBC iPlayer and S4C also has the right to offer up to 3-minutes of clips of the above matches on official S4C social media platforms from 1 hour after the final whistle of each match.

ITV will be the main UK broadcaster with EIRE and TV3 offering coverage in Ireland.



The match coverage will be supplied by the Host Broadcaster and the successful tenderer shall be required to make all necessary arrangements to access the feed and all required production facilities. All coverage will be in HD.

It should be noted that during this period S4C may also be showing live coverage from some Pro14 and Welsh Premiership matches. The full details of these matches will be available during July 2019.

Content and Editorial Ambition

As always, S4C's ambition is to offer its viewers and users the very best service. We aim to commission authoritative output that captures the whole atmosphere of this global event and makes the best use of the rights secured.

This is an opportunity to position S4C as the main Rugby World Cup service from a Welsh perspective.

The successful tender for this series is expected to be ambitious, fresh and innovative.

2. Scope of Contract

S4C notes that the cost of producing the proposed output will be a maximum of £700,000.

The rate card for technical facilities will be published by IMG in Autumn 2018. Based on previous experience, we estimate a 12% increase to the rate card for 2015. This rate card is attached as Appendix D.

The successful applicant may therefore need further discussions to ensure the full cost of the coverage is within this maximum amount.

S4C would favour commentary and presentation to be on location in Japan. We would not however disregard submissions that include an element of production in Cardiff.

3. Tender Details

This tender is conditional upon signature of the rights agreement by S4C and the contract will be awarded to produce S4C's coverage of the Rugby World Cup 2019 only.

You are requested to present your tender response in Welsh or English, in accordance with the requirements of this invitation to tender. Your tender response should be presented in electronic form by the closing date for receipt of tenders set out in part 4 below. You are required to include the following in your tender response:

1. Full details of the editorial ambition of the bid including on-line content, with details of the company's relevant experience. Details of your experience should focus on productions that the company has produced and successfully delivered to a UK broadcaster.
2. A description of the pattern of the programming to include a running order for the Opening Ceremony and opening match and the Pool D: Wales v Georgia match.
3. Details of the production resources and post production to include:
 - Technical arrangements and details of delivery chain
 - Graphics provision, supplier and style
 - Production resource on location and/or local

Note that all titles, graphics, set designs and any uses of Rugby World Cup logos and trademarks shall be subject to the prior written approval of RWCL and compliance with Rugby World Cup Brand Guidelines.

4. Names of the presentation team and commentators who will be expected to have on-screen personality and the ability to communicate effectively and fluently in Welsh.
5. The names and a description of the relevant experience of key personnel** noting the following:
 - (a) Director
 - (b) Producer
 - (c) Technical Co-ordinator
 - (d) Any other member of the team that you see as key to the success of the series including administrative/financial members of the production team

***Permission is required from these named individuals before you include them in your submission. Should you be invited to interview, S4C may ask for written endorsements from these key individuals.*

6. Budget based on the details set out in the invitation to tender and the Financial Notes in Appendix A.
7. A completed Basic Information Form set out in Appendix C.

Maximum Pages

You should seek to be concise in drafting your response. Tender responses should not contain more than 4 pages describing the editorial elements and no more than 10 pages for all other elements (excluding the budget and the Basic Information Form). The font size should be no smaller than Verdana 10. S4C retains the right to exclude from the tender process any tender response that does not conform to this requirement.

4. Timetable for the Tendering Process

You are requested to submit your application electronically (including the budget) to:

E-mail address sport.tender@s4c.cymru

Applications to be received by **12:00 midday, 10th of August 2018**

If you would like to submit audio-visual material to support your application, you should include an electronic link (url) to the content together with a password, where appropriate. Audio-visual material should not be submitted as an electronic file via email.

NO SUBMISSIONS WILL BE ACCEPTED AFTER THE CLOSING TIME AND DATE.

S4C accepts no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective applications. It is up to the company to ensure that its submission (and all related attachments) is prepared in good time (taking into account the possibility of staff absences or technical failures) and is submitted in advance of the closing date and time. Proof of dispatching will not be deemed to be proof of delivery and companies are advised to seek an acknowledgement of receipt.

Please note that 20Mb is the maximum e-mail size that S4C can accept and permissible file formats are Word, Excel, PDF and Jpeg. These file formats are acceptable as Zip files. Companies 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.

A panel of S4C representatives will assess the applications. It is not anticipated that an interview will be necessary however we reserve the right to ask applicants to attend an interview if required. Any interviews would take place on 15/8/18 and would be in the form of a Q&A session to discuss the tender submitted. No presentation would be required.

S4C will aim to notify the successful company by the end of the day on **Friday 17th August 2018** and notify all unsuccessful applicants on the same day.

A period of two weeks will be given to discuss any other budgetary and contractual issues.

5. Commissioning Factors

1. Compliance Testing

Prior to commencing formal evaluation of tender responses, S4C will check tender responses to ensure that they are fully compliant with the requirements of this invitation to tender including the need to submit an acceptably completed Basic Information Form. 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.

2. Evaluation

A panel of S4C representatives will assess the submissions. This panel will consider the full details included in the submissions and any additional information or points of clarification provided during the interview(s) (if applicable), and shall be entitled to make a final decision regarding this tender in its own absolute discretion. All applicants will be deemed to have accepted the Legal Notes.

The final decision as to the successful tender (if any) will be based on the following criteria and the maximum score attributable to each criterion is set out below:

Criteria	Weighting	Assessment Factors
The editorial content of the bid across all platforms. The output's suitability in response to S4C's ambitions.	35%	Full details of the editorial ambition of the bid. Pattern of the programming including the running orders for the Opening Ceremony and Opening Match and for the Wales v Georgia match. Suggested names of presentation and commentary teams. Description of on-line content.
The applicant's and the production team's capability and experience of producing and delivering high quality sports productions.	30%	Details of the production resources including key production personnel. The applicant's and the production personnel's experience of delivering such programmes, including the Director, Producer and the production team responsible for administrative and financial management of the production.
The capability, experience	20%	Details of the technical resources and post

and suitability of the technical facilities and key technical personnel.		production including: <ul style="list-style-type: none"> - Technical arrangements and details of the delivery chain - Graphics provision, supplier and style - Production resource on location and/or local - Technical co-ordinator and his/her relevant experience
Business and best value considerations, to include: <ul style="list-style-type: none"> - the price and best use of the budget based on the information in this document. 	15%	Budget Best value for S4C

6. 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 cwestiynautendr@s4c.cymru

You must not in any way canvass or solicit information relating to this tender process from any other officer, employee, agent or adviser of S4C.

You're encouraged to identify any further information and/or guidance that you 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 **midday 12:00, Thursday 19th of July 2018**. 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 applicants. Such disclosures will be made by posting such responses on the S4C website at <http://www.s4c.cymru/cy/cynhyrchu/page/12783/tendrau-20/> by **midday 12:00, Tuesday 24th July 2018**.

If you consider that any request for further information and/or guidance which you may wish to make to be commercially sensitive, you must clearly mark the request as "commercially sensitive" and supply the reasons why you 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 applicants. If S4C determines that a request is not commercially sensitive it will inform the person making the enquiry. If you agree 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 applicants. If you do not agree that the request is not commercially sensitive or if you do not inform S4C whether or not you so agree 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 the Legal Notes.

Any requests and any responses thereto which are disclosed to all applicants will be deemed to form part of this invitation to tender.



Please note

This invitation is subject to the Legal Notes in **Appendix B** and is open to all companies who believe that they can meet the requirements and criteria included in this invitation, subject only to the financial constraints in this invitation. In particular this invitation is not limited to companies of a specific size or in any specific location(s).

Ultimately, S4C is not duty bound to offer the tender to any company and there is nothing in this document which would compel S4C to do so. In particular, but without limitation, S4C will have the option of awarding the tender and the commission either to one company or to share the commission between two or more companies, or to award part of or not to award the commission at all to any company and producing the services internally, if it is unsatisfied with the quality of the applications or if there is an insufficient response to this invitation to tender.



List of Appendices

- APPENDIX A – Financial Notes**
- APPENDIX B – Legal Notes and Draft Contract**
- APPENDIX C – Basic Information Form**
- APPENDIX D – IMG 2015 Rate Card**



APPENDIX A

Financial Notes

Applications are required to include a standard 36 schedule budget in electronic format. Copies can be downloaded from <http://www.s4c.cymru/en/production/page/1153/forms-and-agreements/>

1. The budget should be prepared on the following basis:

9 live games including opening ceremony and first game, Wales Pool D game, one quarter final, one semi-final, third place play off and Final. Please note following times are UK local.

- 20/9/19 - **Opening Ceremony and Japan v Russia** live at 1030 BST, ko 1145, with 60' highlights in the evening, and edited match rerun late evening.
 - 23/9/19 - **Wales v Georgia** live at 1115 Toyota Stadium with 60' highlights in the evening and edited match rerun late evening.
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 - 2/11/19 - **Final** live at 0900 GMT Yokohama with 60' highlights in the evening and edited match rerun late evening.
2. The company will be responsible for clearing any content such as contributors, third party material, music etc. for unlimited worldwide broadcasts (including online).
3. The S4C Code of Practice will not apply in relation to this tender nor the programmes and all copyright and other rights in the programmes will be the property of S4C (vis a vis S4C and the production company only), and the production company will be expected to include the cost of securing and assigning S4C rights in the programmes to S4C in the budget.
4. You should include the total cost of fully complying with S4C's Technical guidelines at http://www.s4c.cymru/media/media_assets/20170215_S4C_Delivery_Requirements_March_2_016.pdf and http://www.s4c.cymru/media/media_assets/2016.12.01_Technical_Standards_for_S4C.pdf
5. The cost of insuring production work should be included in the budget along with the management fee and administrative costs associated with producing the programmes.
6. You should include the cost of conforming fully to S4C's Legal Notes as noted in **Appendix B**.

Each application must include details if it is envisaged that there is any possibility of obtaining funding or financial assistance from any other source i.e. if the rates have been prepared on the assumption of working with third parties or that a grant may be received. Please note that it is S4C's responsibility alone to arrange, secure or receive sponsorship towards the service/programmes and no company should submit an application on the assumption or basis that it will be possible for it to secure additional sources of funding (over and above the contract price agreed with S4C) via sponsorship or advertising.

APPENDIX B

Legal Notes

1 No Obligation to Offer the Contract

Nothing contained in this document nor any communication between S4C and you 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 document and/or to require applicants to clarify their tender responses and/or to provide additional information in relation thereto.

2 Conflict of Interest

You are required to provide details if it is envisaged that there may be a conflict of interest between individuals involved in your 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 applicant or consortium member of relevant staff.

3 Draft Contract

The contract will be for the duration of the Rugby World Cup 2019 and until all appropriate programming, content and paperwork has been delivered to S4C.

The S4C Code of Practice will not apply in relation to this tender, and the copyright and other rights in the programmes shall belong to S4C. As a result, the successful company (if relevant) will be contracted on the basis that S4C will fund the cost of producing the programmes fully, and in consideration of the same, will take all copyright and other rights in and to the programmes.

In particular, the successful Company will be contracted in accordance with the attached draft commissioning agreement. However, S4C reserves the right to vary and amend the draft commissioning agreement in whichever way S4C feels necessary and the contract must reflect and confirm the terms upon which the commission is offered to the successful company (if relevant) and to reflect the terms of the final rights agreement entered into between S4C and the rights holder.

By submitting a response to this tender, acceptance of the terms and conditions of this documentation will be assumed. S4C reserves the right to amend the draft contract after publication once the details of the winning bid are known. If, following the award of the tender, contractual or financial negotiations are not progressing satisfactorily S4C reserves the right to award the tender to an alternative company or to re-tender.

S4C and the successful company will be the only parties to the contract.

S4C has no obligation to accept all elements of the successful application (if relevant). It could accept element of one or more of the applications. This could result in companies collaborating with others in order to provide the services S4C needs. You agree to this when submitting your application.

4 Codes of Practice and Guidelines

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

- Ofcom Broadcasting Code
- Health and Safety Legislation
- Data Protection Legislation
- S4C Technical Requirements
- S4C Child Protection Policy
- S4C Social Media Policy and Guidelines
- S4C Welsh Language Guidelines
- S4C Best Practice Guidelines in relation to Competitions
- S4C Brand Guidelines
- S4C Statement of Commitment to Diversity
- Any other guidelines which are applicable to S4C or S4C services during the broadcasts

Each applicant 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/>

5 Freedom of Information

S4C is subject to the provisions of the Freedom of Information (“FOI”) Act 2000. If you consider that any information supplied by you 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 Data Protection

By submitting a tender response, you confirm that you have informed all individuals identified in the tender submission that you will share their personal data in this way. You acknowledge that S4C will process all personal information provided as part of the tender response in accordance with the General Data Protection Regulation 2016 and the Data Protection Act 2018. The S4C Privacy Notice is available on www.s4c.cymru and you will notify all individuals whose personal data is provided to S4C of this clause 6. S4C will process any personal data provided in your tender response on the ground that it is in your and S4C’s legitimate interests to process all personal data provided by you as part of the tender response for the purpose of evaluating the tender response.

7 Confidentiality and Publicity

By submitting a response to this tender, you agree to keep confidential any information which is disclosed or otherwise made available to you by S4C in any medium whatsoever during or in connection with this tender process. You shall not 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 you by S4C.

By submitting a response to this tender you agree not to, and agree to ensure that your 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.

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.

9 Non-Collusion

By submitting a response to this ITT, you certify that:

1. the tender response is bona fide and intended to be competitive;
2. you have 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 applicant to do the same; and
3. you have 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.

10 Inappropriate Conduct

If you or your appointed advisor makes any attempt to inappropriately influence this tender process or the award of the contract in any way, S4C may disqualify your tender response in S4C's absolute discretion. Any direct or indirect canvassing by you or your appointed advisor 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.

11 Governing Law

This document shall be governed by the laws of England and Wales and you agrees, by returning a tender response, to submit to the exclusive jurisdiction of the courts of England and Wales.



APPENDIX C

BASIC INFORMATION FORM

SECTION 1 – Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender response		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
<i>Please mark 'X' in the relevant box to indicate your trading status</i>	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
<i>Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you</i>	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

1.2 Bidding Model

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Please mark 'X' in the relevant box to indicate whether you are:	
<p>a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself</p>	<input type="checkbox"/> Yes
<p>b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services</p> <p><i>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</i></p>	<input type="checkbox"/> Yes
<p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services</p> <p><i>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</i></p>	<input type="checkbox"/> Yes
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p><i>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</i></p> <p><i>Please note that S4C may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</i></p>	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Lead member</u>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p><i>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</i></p>	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>



1.3 Contact details	
Applicant contact details for enquiries about this Tender response	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

SECTION 2 – Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered "yes" to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact S4C for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern		

Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p><i>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</i></p>		

SECTION 3 - Grounds for Discretionary Exclusion

S4C may exclude any Applicant who answers 'Yes' in any of the following situations set out in paragraphs (a) to (j).

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to		

(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), S4C may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform S4C, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by S4C should not represent a conflict of interest for the Applicant.

Taking Account of Bidders’ Past Performance

In accordance with question (g), S4C may assess the past performance of an Applicant (through a Certificate of Performance provided by a Customer or other means of evidence). S4C may take into account any failure to discharge obligations under the previous principal relevant contracts of the Applicant completing this Tender response. S4C may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, S4C may re-assess reliability based on past performance at key stages in the procurement process (i.e. Applicant selection, tender evaluation, contract award stage etc.). Applicants may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

‘Self-cleaning’

Any Applicant that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Applicant has to demonstrate it has taken such remedial action, to the satisfaction of S4C in each case.

If such evidence is considered by S4C (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Applicant shall, as a minimum, prove that it has:

- *paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;*
- *clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and*

- *taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.*

The measures taken by the Applicant shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by S4C to be insufficient, the Applicant shall be given a statement of the reasons for that decision.

Section 4 - Insurance

Do you already have, or can commit to obtain, prior to the commencement of the contract, Public Liability Insurance with a minimum indemnity limit of £10 million?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Section 5 – Compliance with Equality Legislation

1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p><i>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</i></p> <p><i>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</i></p> <p><i>You may be excluded if you are unable to demonstrate to S4C's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 6 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p><i>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</i></p> <p><i>S4C will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless S4C is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 7 – Health and Safety

1.	<p>Does your organisation have a Health and Safety Policy that complies with current legislative requirements?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p><i>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</i></p> <p><i>S4C will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to S4C's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 8 - Declaration

I declare that:

- (a) I have the requisite authority to complete and return this Tender response on behalf of the Applicant;
- (b) all information provided in this Tender response is complete and accurate to the best of my knowledge and belief; and
- (c) S4C will promptly be informed upon any person named below becoming aware that any information provided in this Tender response is incomplete or inaccurate in any respect.

I acknowledge and agree on behalf of the Applicant that:

1. S4C is subject to the provisions of the Freedom of Information Act 2000 ("FOI Act") and that information supplied by or on behalf of the Applicant to S4C may be disclosable by S4C under the provisions of the FOI Act. All information supplied by the Applicant to S4C pursuant to this Tender response that is commercially sensitive or confidential in nature, has been identified as such to S4C together with reasons explaining why such information is commercially sensitive or confidential in nature. The Applicant acknowledges that identifying information as confidential or commercially sensitive does not guarantee that such information will be exempt from disclosure. By completing and submitting this Tender response the Applicant accepts that S4C may disclose such information in response to any request under the FOI Act if S4C determines in its discretion that it is appropriate to do so;
2. by completing and submitting this Tender response, the Applicant authorises S4C to process all information provided as part of the application and confirms that it has obtained all necessary third party consents to enable S4C to do so;
3. by completing and submitting this Tender response, the Applicant agrees to keep confidential any information which is disclosed or otherwise made available to it by S4C in any medium whatsoever during or in connection with this tender process;
4. neither this completed Tender response nor any communication between S4C and the Applicant shall constitute a contract or an offer which may be accepted nor a representation that any contract will be awarded and that S4C reserves the right : (a) to withdraw from and/or abandon and/or defer this tender process at any time; and/or (b) not to award any contract as a result of this tender process;
5. if this Tender response is found to be incomplete, inaccurate or misleading in any respect S4C reserves the right to remove the Applicant from this tender process at whatever stage this tender process has reached; and
6. there is no conflict of interest in relation to S4C's requirement.

Signed:

Dated:

Name:

Position and Company name:



APPENDIX D



RWC 2015 TV Rate
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