



Invitation to Tender ("ITT")

Published 30th September 2021

ITT summary

As part of the BBC Charter & Agreement the BBC committed to opening up more of the hours of programming that previously formed part of the in-house production guarantee by putting existing returning series out to tender, with the process open to any supplier. In its relationships with suppliers the BBC is looking for ways in which the supply of content can meet its overarching strategic objectives, with particular focus on: unique, high impact content; connecting with audiences online; maximising commercial value for licence fee payers; improving diversity, appealing to younger audiences; growing sustainable production outside London; impartiality and supporting plurality of the BBC's content supply.

Sunday Morning Live is a topical faith and ethical discussion series on Sunday mornings on BBC One. The BBC Factual commissioning team are inviting producers to tender for its production.

The contract:

- will be awarded for 2 years, 2 series per year (Spring and Autumn TX) of 12 episodes of 60mins; a total of 48 episodes ("**Programme**") across the 2 years, commencing transmission from Summer 2022
- will need to qualify as Northern Ireland under the OFCOM criteria (https://www.ofcom.org.uk/data/assets/pdf_file/0017/152450/regional-production-and-regional-programme-guidance-from-2021.pdf), including meeting the substantive base criteria – whether existing or new
- is offered on a work-for-hire basis and all IP remains with the BBC
- the BBC tariff available for Sunday Morning Live is up to £57,290 per episode, with a total budget of up to £1.375m per annum

Process

The process is a formal multi-stage tender process. Interested organisations ("**Tenderers**") must first submit an eligibility application and signed non-disclosure agreement. These applications will be evaluated against eligibility criteria such as relevant production experience, production policy compliance and conflict of interest. The BBC will then select a longlist of the applications which best meet the eligibility criteria and invite them to an online briefing and to submit a response to the ITT. The BBC will then evaluate all ITT responses using stated award criteria and select a shortlist of Tenderers and invite them for interview. At the end of the process, the tender will be awarded to the Tenderer(s) that best meets and scores the highest against the ITT award criteria.

ITT Special Terms

1. Editorial

Sunday Morning Live is a highly successful, topical BBC One series, representing stories of faith and ethics with diverse voices from across the UK. The show's main purpose is to represent moral, ethical and religious issues of the day, providing a platform for a variety of views and voices to be heard.

The tone is lively and entertaining, but also inclusive and capable of delivering heft, particularly when debating key questions of the day. All debates and discussions are cast with a variety of guests and experts to ensure balance and overall impartiality. Audiences enjoy the range of views and perspectives on topical, ethical issues and this is one of the key reasons viewers come to the series.

The programme has evolved over recent series with creative refreshes and the ambition is to continue to develop the format, whilst maximising elements that have worked well with audiences. We are especially interested in growing the segments which reflect voices and stories from across the UK. This has proved a particularly popular aspect of recent series.

We encourage ideas from bidders on how we can continue to innovate the content over the next two years and add value to the title.

Further format refreshes to date have included: the regular feature The Day That Changed My Life; lighter touch features filmed in a variety of spaces, such as exercise or cooking segments; issues with topicality and weight having an extended focus in the debates; regular guest comedians, bigger-name presenting talent and greater use of digital platforms. For example, over recent series viewer involvement has increased during the programmes via Twitter. This is incorporated into the show with presenters reading out comments and feedback. Other popular segments include Review of the Week, as well as the regional inserts. These elements have been successful in appealing to broader underserved audiences across the UK. Further thoughts on how else the programme might continue to reach an even broader audience will be encouraged.

An understanding of religious programming and awareness of potential sensitivities will be an important part of any bid, but equal to that is the proven ability to create contemporary magazine content that speaks to the broad BBC One audience.

The Sunday Morning Live presenter line-up has evolved over the past 2-3 years, with Sean Fletcher continuing to anchor the series, joined by new presenters such as Kate Bottley and Sally Phillips bringing a fresh, lighter tone.

The success of this line-up should inform decisions around casting for a future on-screen family of presenters and we will look for Producers to pitch ideas which utilise and enhance the current talent. Sunday Morning Live has the ability to act as a valuable nursery slope for newer on-screen talent in features such as the reports or invited studio guests.

Casting well-known faces as contributors throughout the show has delivered impact which is anticipated to continue in further series.

There is potential for Sunday Morning Live to feature debate-style content and we encourage bidders to pitch ideas which take this into account.

The current show space offers scope for light and shade and a variety of content, with indoor and outdoor settings. The flexibility of the space is important for tone and pace and we encourage Producers to bring suggestions that allow similar variety.

2. Timetable

Stage	Indicative Date * (by)**	Step
1. ITT Published	30SEPT21	Publish ITT
2. Tender Eligibility	14OCT21	Tender eligibility closes 1400hrs <i>Tender eligibility forms and signed non- disclosure agreements returned</i>
	4NOV21	Longlist tenderers notified <i>All Tenderers are notified of the eligibility outcome. A longlist of eligible Tenderers will be invited to an online briefing, be issued with further relevant Programme production information, and be invited to submit a full ITT response.</i>
	18NOV21	Online briefing with the longlist of eligible Tenderers
3. Tender Submission and shortlist	16DEC21	Tender submissions close 1400hrs <i>ITT responses returned by the longlist of eligible Tenderers.</i>
	19JAN22	Shortlist tenderers notified <i>ITT responses evaluated and shortlist prepared. All Tenderers notified and shortlisted Tenderers issued with areas of focus in advance of interviews. The shortlist is anticipated to include a minimum of three Tenderers.</i>
4. Interviews	3FEB22	Shortlisted Tenderers interviews
5. Award decision and Contract signed	10MAR22	Award decision finalised. Contract signed. <i>The following activities may be required before an award decision is made: further clarifications and documentation exchanged, further shortlist, second interviews, best and final offers.</i>
6. Announcement and notifications	17MAR22	Announcement of successful Tenderer Notification to unsuccessful Tenderers.

*** NB: all dates are subject to change and Tenderers will be notified of any changes**

**** Please note that all submissions must be made by 1400hrs on the relevant date**

The BBC reserves the right to disqualify any Tenderer who does not submit their response by the deadlines outlined in the table above.

3. Evaluation Team for the tender will comprise the following individuals:

Daisy Scalchi, Commissioning Editor

Rachel Platt, Commissioning Editor

Emily Samson, Business Partner

Gillian Pauling, Commercial, Rights & Business Affairs Manager

The BBC's nominated representative (the "**BBC Nominated Representative**") is **Gillian Pauling, Tender Manager**

Email: competitive.tendering@bbc.co.uk for queries registering on the Bravo/Jaggaer portal, all subsequent questions should be submitted via the portal.

4. Eligibility

Interested Tenderers will need to register in Bravo/Jaggaer (the BBC's online portal for tenders):

<https://bbc.bravosolution.co.uk> in order to express their interest and complete the eligibility process; completing and returning 1) Tender Eligibility Form and 2) signed non-disclosure agreement.

Tenderers bidding on their own or in co-production / partnership will be considered.

Some sections in the Tender Eligibility Form are for information only, some questions are pass/fail, whilst others will be evaluated and scored (together "Eligibility Criteria").

Tenderers will need to pass the following Eligibility Criteria:

(i) Company Information and History; (ii) substantive production base and regional qualification allocated to Northern Ireland; (iii) Insurance; (iv) Compliance policies; (v) Real Living Wage (vi) other criteria, including but not limited to, those relating to insolvency, bankruptcy and county court judgments.

Tenderers who fail any one of the pass/fail criteria will fail eligibility and will therefore not be considered further.

The evaluated and scored Eligibility Criteria include the following relevant production experience:

- Recent (within the past 5years) relevant experience of producing and delivering topical factual programming for broadcast UK television; experience in other genres will also be considered
- Production and delivery of high volumes (minimum 10 episodes per year), topical (live/as-live), location based series, within the published FL1 tariff range
http://downloads.bbc.co.uk/commissioning/site/tariff_prices_for_independents.pdf
- Experience of delivering contemporary magazine formats and/or specialist religious programming to a broad audience, either within the production company and/or the proposed senior editorial production team

All evaluated Eligibility Criteria will be scored on a scale of 1 to 10 (where 1 is poor and 10 is excellent) as per the weightings in the table below. These scores will be multiplied by the criteria weighting and the resulting weighted scores (one score per criteria) will be added in order to determine the total score for each tender eligibility form.

Eligibility Criteria (evaluated)	Weight (%)	Highest score (10 x weight)	Lowest score (1 x weight)
Relevant Production Experience	80%	800	80
Past production policy compliance (H&S, E&O, editorial) (as per section 11 of the Tender Eligibility Form)	15%	150	15
Conflict of interest (as per section 10 of the Tender Eligibility Form)	5%	50	5
TOTAL SCORE	100%	1000	100

Tenderers who proceed to the tender submission stage will be determined by those with the strongest scores based on how relevant the evidence submitted is against the Eligibility Criteria.

8. Tender submission and award

The longlist of eligible Tenderers will be invited to make a detailed submission (“**ITT Response**”).

Before they deliver the ITT Response, the longlist of eligible Tenderers will be supplied with further relevant Programme production information (“**Secondary Information**”) and offered the opportunity to meet with the BBC to discuss the tender requirements.

The BBC will evaluate all ITT Responses against the award criteria and indicators (“**Award Criteria**”) listed below and the highest scoring proposals will be shortlisted and invited to the next stage of the process.

Each Award Criteria will be weighed and scored on a scale of 1 to 10 (where 1 is poor and 10 is excellent). Information about the Award Criteria weightings and the associated scoring method will be provided to the longlist of eligible Tenderers as part of the Secondary Information.

Award Criteria and indicators

EDITORIAL PROPOSAL & CAPABILITY To include indicative elements such as:

- Strategies for delivering fast turn-around, high volume, topical ‘as live/live’ shows for network broadcast, supported by relevant case study evidence
- Strategies for nurturing a long-running series, maintaining and growing viewer engagement with creative renewal, supported by relevant case study evidence
- Strategies for appealing to broader underserved audiences across the UK
- Awareness of wider BBC key priorities and strategies and how the Programme will contribute to those, for example, with increased UK-wide representation and innovation of digital elements to heighten viewer engagement
- Strategies to increase on-screen diversity
- Identification and track record of securing key production talent
- Ability to nurture, attract and work with on-screen talent, with access to high profile guests
- Specialist religious knowledge either through previous broadcast commissions or the off-screen talent who would be brought into the Programme.
- Experience of producing balanced debates and discussions compliant with BBC editorial guidelines, including when to raise issues with editorial policy
- An ability to think creatively about how best to use the proposed location to achieve variety and range within each episode

VALUE FOR MONEY To include indicative elements such as:

- Price affordable within the indicative tariff
- Financial plan, budget and sustainability beyond the term of the tendered contract
- Other costs associated with Sunday Morning Live affordable within the total programme cost: including but not limited to transition costs, setup costs and/or any other costs advised to you by the BBC as part of the Secondary Information.
- Demonstrable ability to produce shows of this type in an efficient way with the potential for additional value to the BBC
- Acceptance of key contract terms (which includes compliance with all applicable UK law)

STRATEGIC PRIORITIES To include indicative elements such as:

- Diversity and inclusion in the production of the Programme (off-screen)
- People development including training and other initiatives
- Environmental sustainability
- Maintaining (and establishing if necessary) a substantive base in Northern Ireland and delivering the Programme as a Regional production allocated to Northern Ireland in line with Ofcom definitions; https://www.ofcom.org.uk/_data/assets/pdf_file/0017/152450/regional-production-and-regional-programme-guidance-from-2021.pdf (See also joint broadcaster guidance for application of regional production definitions <http://downloads.bbc.co.uk/commissioning/site/ofcom-out-of-london-definitions.pdf>)
- BBC supply objectives such as plurality of supply and lasting sustainability for out of London/Nations & Regions

Award Criteria and indicators

Meaningful and sustainable contribution to the Northern Ireland production community; including substantive base assurance, production personnel engagement and long-term commitment

RISK To include indicative elements such as:

- Transition risk
 - Production risk
 - Business Continuity risk
 - Risk to the BBC Reputation
 - Conflict of interest risk
 - Management and sustainability of co-production/partnership bids
- Respect at Work policy; including procedures to address complaints, communication protocols and approach to anti-bullying and harassment training

Interview

Once the Evaluation Team has evaluated the ITT Responses, the highest scoring shortlisted Tenderers will be invited to an interview in order to discuss their proposal further. They may also be invited to a second interview (if deemed applicable).

It is anticipated that the interview shortlist will be around three eligible Tenderers.

The interview and discussion will be evaluated against the Award Criteria and factored into the overall ITT score.

Award

The BBC will then proceed to complete the commissioning specification and contract with the Tenderer with the highest scoring application that has signed the tender contract.

9. Incumbent Producer

The incumbent Producer for the Programme, BBC Studios, has confirmed that they will not be competing in this ITT.

As per Section C, paragraph 1.7 of the General Terms of this ITT, Tenderers are not permitted to seek information about the production of the Programme from employees of BBC Studios, anyone currently engaged by BBC Studios on the Programme, any on-screen talent connected with the Programme, any Programme partners or BBC Studios' suppliers, unless otherwise agreed in writing with the Tender Manager.

On an exceptional basis for this ITT, BBC has agreed that Tenderers are permitted to approach freelance personnel solely for the purpose of obtaining 'in principle' permission to attach their name to the Tenderer's ITT Response on a non-exclusive basis.

10. Third Party Investment

The Programme funding does not currently involve any third party investment including distribution advances. However, BBC is open to discussion with regards distribution arrangements and Tenderers are encouraged to pursue and propose any third party funding opportunities.

11. Warranties (read, signed & returned where applicable) –

The successful Tenderer shall produce and deliver to the BBC the Programme detailed in these ITT Special Terms and as laid out in the ITT General Terms on the basis set out herein.

By agreeing to participate in this process the potential Tenderer undertakes at the outset of the process to read and comply with the ITT General Terms and return signed and dated copies of the following documents available at the following URL: <https://bbc.bravosolution.co.uk>.

- (i) Tender Eligibility Form
- (ii) Non-Disclosure Agreement
- (iii) Form of Tender Document (submitted at later stage as part of an ITT Response)

ITT GENERAL TERMS

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Section A – Introduction

1. BACKGROUND

- 1.1 The BBC provides a diverse range of broadcast services under a Royal Charter. The greater portion of the BBC's income comes from the licence fee. In spending this money, the BBC has an obligation to demonstrably secure best value for money for the licence fee payer in all aspects of its day-to-day activities.
- 1.2 The BBC is unique in British broadcasting. Its reputation is built on quality, public service, distinctiveness, objectivity and indigenous programme making.
- 1.3 Recent years have seen fundamental changes in the broadcasting industry, with more competition and a wider range of services. The BBC now offers numerous TV channels, an online presence, major radio networks and over 40 local radio stations, as well as a range of other services.
- 1.4 As part of the BBC Charter & Agreement the BBC has committed to opening up more of the hours of programming that previously formed part of the in-house production guarantee. Some of this competition will be through putting existing returning series out to a tender process which will be open to any supplier, subject to meeting the eligibility requirements set out in this Invitation to Tender.
- 1.5 A key part of demonstrating value for money in delivering the BBC's services is the continuing need to form effective and strategic supplier relationships and to work with suppliers to maximise efficiency and innovation to the BBC and work closely together for mutual benefits.
- 1.6 In its relationships with content suppliers, the BBC is looking for ways in which the supply of content can help it meet its overarching strategic objectives; commitment to impartiality and building trust with audiences, producing unique, high impact content, connecting with our audiences via online and digital platforms and maximising financial value for licence fee payers. Also its commitments to improve diversity, appealing to younger audiences, growing sustainable production across the UK, impartiality and supporting the plurality of the BBC's content supply. In submitting responses, Tenderers should emphasise the ways in which their bid can specifically support delivery of these objectives.
- 1.7 For further information on the BBC's business activities, please access the following web pages:
[BBC - Home page - Commissioning](#)
<https://www.bbc.co.uk/aboutthebbc/whoweare/bbcboard>

2. SCOPE

- 2.1 This opportunity is for any Tenderer, based in the UK, whether qualifying independent producers, (within the meaning of the Broadcasting (Independent Productions) Order 1991, as amended); or non-qualifying independent producers; or BBC Studios. See <http://www.legislation.gov.uk/ukxi/1991/1408/made> for more information.
- 2.2 The winning Tenderer ("**Successful Tenderer**") will be expected to demonstrate that it has the skills to deliver, or the ability to acquire and manage the skills to deliver, the production of the Programme in accordance with this ITT. In particular, Tenderers (individual producers or partnerships) will only be made eligible if they meet the Eligibility Criteria set out in the ITT Special Terms.
- 2.3 Tenderers unable to meet the BBC's requirements on their own could seek complementary third parties to work with in partnership. The Tender Eligibility Form ("**TEF**") should include responses for each partner and the response to the ITT should: (a) include details of the responsibilities of each partner; (b) outline the principal personnel who will be responsible for the production and delivery of the Programme; and (c) explain how working in partnership would be successfully achieved.
- 2.4 The Evaluation Team will seek opinion and evaluation input from subject matter experts, e.g. production experts, procurement, finance, technology, etc.
- 2.5 The BBC is a signatory to, and will abide by the principles of, the APC Code:
http://downloads.bbc.co.uk/commissioning/site/apc_code_2009.pdf

Subject to Section A, paragraph 5.0, the BBC will keep confidential all commercially sensitive information included in responses to this ITT and will only use such information for the purposes of evaluating the ITT Response, provided that the Tenderer has identified the confidential nature of any such information in their response documents.

2.6 As outlined in Section C, Tenderers submit responses to this ITT and take part in this process at their own cost.

3. CONTRACT

3.1 The contract for the Programme will be for the terms as set out in the ITT Special Terms and the ITT General Terms and will cover the production, transmission and delivery of the Programme as defined herein. The BBC may extend the contract period subject to agreement, upon similar contract terms.

3.2 The contract will reflect the existing arrangement that production of the Programme is offered on a work-for-hire basis: all rights in the Programme will be vested in the BBC; any enhancements to the formats as a result of the Successful Tenderer's ideas shall be assigned to the BBC; and the BBC shall not be obliged to re-commission the Successful Tenderer.

3.3 The BBC reserves the right to vary the start date of the contract as may be required to take into account the Successful Tenderer's transition plan and any related issues identified.

4. TENDER PROCESS

The tender process will involve the following stages:

4.1 Stage 1: Tender Eligibility

4.1.1 At this stage, Tenderers will be required to submit their completed TEF, template available at the following URL: <https://bbc.bravosolution.co.uk>.

4.1.2 All Tenderers will be required to sign the Non-Disclosure Agreement ("**NDA**"), template available at the following URL: <https://bbc.bravosolution.co.uk>.

4.1.3 The BBC will review the TEF responses in order to establish a longlist of eligible tenderers who best meet the Eligibility Criteria outlined in the ITT Special Terms ("**Eligible Tenderers**").

4.1.4 Prior to determining the final list of Eligible Tenderers, the BBC may seek clarification or further details from Tenderers on their TEF responses.

4.1.5 In order to establish the list of Eligible Tenderers, the BBC will evaluate the TEF Responses using the Eligibility Criteria and evaluation method set out in the ITT Special Terms. Evaluation will be made based only on the information provided in the TEF response.

4.1.6 The BBC reserves the right to limit the number of Eligible Tenderers. A longlist of Eligible Tenderers will be established using the Eligibility Criteria and evaluation method set out in the ITT Special Terms. By taking this approach, the BBC ensures that Tenderers who are not longlisted are notified as early as possible, therefore minimising their time and expense on this process.

4.1.7 On notification of eligibility, the BBC will give an indication of the number of Eligible Tenderers in order for them to be able to assess the level of competition.

4.1.8 At this point, the BBC will issue further relevant Secondary Information to Eligible Tenderers.

4.1.9 Following notification of eligibility, Eligible Tenderers will have an opportunity for an online briefing with the BBC in order to discuss the ITT requirements.

4.1.10 If requested by Eligible Tenderers, the BBC will arrange for a meeting with BBC HR to discuss the BBC's HR Policies and terms and conditions in more detail.

4.2. Stage 2: Tender Submission (ITT Response) and shortlist

4.2.1 The BBC will invite Eligible Tenderers to provide a written ITT Response, to include all the elements outlined in the ITT Special Terms.

- 4.2.2 The BBC will evaluate all ITT Responses in detail against the published Award Criteria outlined in the ITT Special Terms.
- 4.2.3 At any stage of the process, it may be necessary to seek clarifications from Eligible Tenderers. Answers to these clarifications will be factored into the evaluation process as appropriate.
- 4.2.4 As part of the evaluation, Eligible Tenderers will be scored and ranked and the highest scoring Eligible Tenderers will be shortlisted* for interview ("**Shortlisted Tenderers**"). **please note the BBC may decide to shortlist all Eligible Tenderers*

4.3 Stage 3: Interviews and TUPE Conversations

- 4.3.1 Shortlisted Tenderers will be invited to an interview with the Evaluation Team.
- 4.3.2 During the interview, Shortlisted Tenderers will be required to discuss their submission, offer any required clarification and elaborate on their proposal. Prior to the interview the Evaluation Team will issue to Shortlisted Tenderers a list of areas that they should focus on in particular during the interview.
- 4.3.3 If applicable, Shortlisted Tenderers will be issued with more detailed production personnel data and there will then be a further conversation with the BBC to clarify each Shortlisted Tenderer's position regarding the possible transfer of people, any corresponding undertakings and the impact these may have on their ITT Response ("**TUPE Conversation**"). If the BBC decides to either further shortlist or conduct second interviews then the TUPE Conversation will be between the BBC and only those selected or invited to a second interview. At this meeting Shortlisted Tenderers will also be asked for any additional information to enable transition planning. Any information will be specified ahead of the conversation.

4.4 Stage 4: Award decision

- 4.4.1 The Evaluation Team will then evaluate the Shortlisted Tenderer's responses against the Award Criteria to take account of the interview meeting.
- 4.4.2 Before a final award decision is made, the BBC may decide to:
- provide further Programme information;
 - require further clarifications or documentation from the Shortlisted Tenderers;
 - further shortlist (using the Award Criteria); and/or
 - conduct second interviews.
- 4.4.3 The BBC's objective is to ensure it receives the best possible responses from Tenderers before it makes a final decision. The BBC reserves the right, throughout the process, to: ask for clarifications on submitted responses; ask for additional information; request Tenderers to submit updated ITT Responses (full or partial), hold second interviews; ask for best and final offers* or employ any other mechanism that the BBC may find appropriate. These mechanisms would help the BBC inform their evaluation of bids and would typically be used towards the end of the process to help differentiate between bids.
- * a best and final offer is an offer which provides the lowest affordable price and which does not negatively impact any of the other areas in a previously submitted bid.
- 4.4.4 Before a final award decision is made, the BBC will issue the commissioning specification and the programme production agreement (together the "**Contract**") to the Tenderer which scored highest in the evaluation against the Award Criteria ("**Preferred Tenderer**").
- 4.4.5 Once the Contract referred to above has been signed, the award decision will be finalised with the Preferred Tenderer.
- 4.4.6 In the event that the Contract cannot be signed in a timely manner, the BBC reserves the right either to issue the Contract to the Tenderer with the next highest ranking score against the Award Criteria after the Preferred Tenderer, or to re-open the tender process.

4.5 Stage 5: Announcement and notifications

- 4.5.1 In the event of a transition, the BBC and the Successful Tenderer will discuss and confirm the approach and practical application of the transition plan before communicating with the impacted teams.

- 4.5.2 At this point all Tenderers will be notified and announcements will be made by the BBC. The content and timing of any and all statements by the Successful Tenderer regarding the Programme being tendered (or the tender process) will need prior approval by the BBC.

4.6 Feedback

- 4.6.1 Feedback is available to any Tenderer submitting a request within two weeks of receiving notification of the results of the TEF evaluation or of the results of the ITT Response evaluation. Request for feedback should be made via the Bravo/Jaggaer portal at the following URL: <https://bbc.bravosolution.co.uk>.
- 4.6.2 Feedback will be provided within three weeks of receiving the request.

4.7 Distribution arrangements

If applicable, any existing third party investment into the Programme including distribution advance will be disclosed at the Secondary Information stage. Shortlisted Tenderers will be invited to have a detailed discussion with the current distributor, if applicable, prior to the final interview with the BBC, in order to discuss their proposed specification.

5. FREEDOM OF INFORMATION ACT

- 5.1 As a public authority, the BBC is required to comply with the Freedom of Information Act 2000 ("FOIA"), which came into force on 1st January 2005. FOIA is intended to deliver greater accountability for decisions and spending across the whole of the public sector. It requires public authorities to strike the balance between achieving transparency and protecting genuinely confidential or commercially sensitive information.
- 5.2 Tenderers should be aware that, under an FOIA request, the BBC may be required to disclose information contained within the ITT Response or future contractual information. Following a request, the BBC may take the views of organisations submitting tenders into account when making a decision on what information will be disclosed.
- 5.3 If you would like further information on the Freedom of Information Act please see:
<http://www.bbc.co.uk/foi/>

Section B – Requirements

1. PRODUCTION

- 1.1 Tenderers' responses should identify proposed key off-screen talent (with evidence of in-principle agreement, on a non-exclusive basis, if not their own existing staff).
- 1.2 Responses should also demonstrate efficient production management plans (including key production management talent) and plans for producing the Programme that ensure continuity of delivery.
- 1.3 The BBC is committed to maintaining and building on the sustainability of production across the UK and so if the Programme is required to qualify as an Out of London production this will be outlined in the ITT Special Terms.
- 1.4 For new producers of the Programme, we will require a detailed plan for how you would approach the transition from the incumbent producer of the Programme in the event of a transfer.
- 1.5 As with all of our content we would expect the Successful Tenderer to deliver shows that are in line with the BBC editorial guidelines and to be able to adapt to BBC's changing editorial and business needs during the life of the tender.

2. TECHNICAL DELIVERY

- 2.1 We would expect prospective Tenderers to demonstrate they have the skills necessary to deliver to the BBC's scheduling and delivery requirements.
- 2.2 For each episode, the Tenderer must deliver to the BBC, the "Delivery Items" as detailed here: <http://downloads.bbc.co.uk/commissioning/site/delivery-items-may-2017.pdf>
- 2.3 The Delivery Items must adhere to all specifications for BBC transmission as are set out in the BBC Technical Standards for Network Television Programme Delivery, which are contained on the BBC's Commissioning website.

For recorded programme delivery, also see here:
<http://dpp-assets.s3.amazonaws.com/wp-content/uploads/specs/bbc/TechnicalDeliveryStandardsBBCFile.pdf>

For live programme delivery, also see here:
<http://dpp-assets.s3.amazonaws.com/wp-content/uploads/specs/bbc/TechnicalDeliveryStandardsBBCLive.pdf>

For Red Button and online programme delivery, also see here:
<http://www.bbc.co.uk/commissioning/tv/articles/red-button>
- 2.4 The Successful Tenderer will be required to complete all necessary diversity and inclusion information for Project Diamond. Project Diamond is a diversity monitoring initiative set up by the Creative Diversity Network to monitor the diversity of individuals participating in productions both on-screen and off-screen in the United Kingdom. Further information is available on the BBC Commissioning website: <http://www.bbc.co.uk/diversity/>

3. FINANCIAL

- 3.1 **Price.** The tariff from the BBC for the Programme is laid out in the ITT Special Terms.
- 3.2 **Third party investment.** If the Programme funding currently involves third party investment, including distribution advances, the BBC would anticipate that investment will continue for the duration of the Contract. The Secondary Information will include an indication of this investment, if applicable.
- 3.3 **Proposed Programme cost and sources of funding**
 - 3.3.1 The ITT Response should include a full budget and details of the total cost as well as per episode cost, highlighting how this funding breaks down between the price to BBC public service and any other sources of funding, if applicable.
 - 3.3.2 BBC will provide a template for the budget as part of the Secondary Information.

- 3.3.3 If any other one off costs are incurred, the budget should also include all itemised costs, such as start-up costs (for example connected to proposals on design, set or title sequence), or transition costs. The BBC assumes that any and all such costs will be affordable within the price range laid out in the ITT Special Terms.
- 3.3.4 The contract is offered as a fixed price deal, with the Tenderer responsible for any overspend and entitled to keep any underspend.
- 3.3.5 The fixed price shall be inclusive of all insurance requirements for the production.
- 3.3.6 The fixed price shall be inclusive of any payments that the BBC makes directly on behalf of the Tenderer and these shall be deducted from the BBC funding agreed with the Successful Tenderer; including, if applicable, DUK and Unscripted Screenskills Fund charges.
- 3.3.7 As part of our strategic priorities the BBC has made a commitment to the real living wage (as described by the Living Wage Foundation). The cost of the Programme should be budgeted to account for the real living wage and the ITT Response should include details of how compliance with the real living wage will be achieved.

4. TRANSITION

- 4.1 In order to meet the needs of transition, existing production commitments may need to be transferred to the Successful Tenderer and details, if applicable, will be included as part of the Secondary Information.

5. INSURANCE

- 5.1 The BBC has in place a Television Production Insurance Scheme (“**BBC Scheme**”) which is made available to BBC commissioned independent producers in respect of BBC commissioned television productions. The BBC Scheme will be made available to the successful Tenderer for the programmes at a cost of 0.65% of the ‘insurable amount’ of a production’s costs (defined as the total budget minus production fee, overheads, royalties, insurance premium and contingency).
- 5.2 By joining the BBC Scheme, the Successful Tenderer will ensure compliance with the BBC insurance requirements (other than Errors & Omissions which will need to be purchased separately to the BBC Scheme).
- 5.3 If the successful Tenderer elects not to join the BBC Scheme they will need to show evidence of comparable coverage including, without limitation, the following types of insurance prior to commencement of any filming and ensure that the BBC is named on the following policies to the extent required to protect the BBC’s interests in respect of the programmes:
- Production Insurance (including but not limited to cast, extra expense, negative and videotape/media loss, props sets and wardrobe, miscellaneous technical equipment, and GB Terrorism)
 - Employers Liability with a limit of liability of at least £5m per occurrence.
 - Public Liability with a limit of liability of at least £5m per occurrence.
 - Products Liability (if applicable) with a limit of liability of at least £5m per occurrence and in the annual aggregate.
 - Film Union/Unit Travel Insurance (if applicable)
 - Errors & Omissions Insurance - the Successful Tenderer will need to hold at least £1m per occurrence and £3m in the aggregate of Errors & Omissions insurance (including, without limitation, cover in respect of defamation, confidentiality and Intellectual Property/Privacy rights infringement risks).

Section C – Instruction to Tenderers

Tender documents must be submitted in accordance with the following instructions. Tenderers not complying with these instructions may be rejected by the BBC whose decision in the matter will be final.

1. TENDER SUBMISSION

- 1.1 The TEF, NDA and the ITT Response should be submitted using the Bravo/Jaggaer portal. Instructions for using this portal can be found here: <https://bbc.bravosolution.co.uk>.
- 1.2 The TEF, NDA and ITT Response must be received no later than 1400hrs on the dates set out in the timetable in the ITT Special Terms.
- 1.3 The tender documents should be submitted as an electronic version, and should either be protected as a “read only” MsWord file or saved as a pdf file or equivalent. The BBC will only accept a document submission for the ITT Response, which we would expect to be no more than *50 sides of A4*. If anything further is required, the BBC will inform Eligible Tenderers.
- 1.4 Tender documents are submitted entirely at the Tenderer’s own risk. Tenderers are strongly advised to submit their final responses in good time to avoid the possibility of difficulties caused by unforeseen network or transmission problems.
- 1.5 This ITT is not a contract. However, the information contained in this ITT, together with the responses of the Successful Tenderer will form the basis of the final Contract between the BBC and the Successful Tenderer. The BBC will consider the ITT Responses to be accurate representations of the Tenderer’s ability to produce and deliver the Programme to the BBC’s requirements and will be relying on these responses in the event that the Tenderer is successful and the BBC enters into a Contract with the Tenderer in relation to the Programme consistent with the terms as laid out in the ITT Special Terms.
- 1.6 All responses must be in English.
- 1.7 Tenderers are not permitted to seek information about the production of the Programme from employees of BBC Studios, anyone currently engaged by BBC Studios on the Programme, any on-screen talent connected with the Programme, any Programme partners or BBC Studios’ suppliers, unless otherwise agreed in writing with the Tender Manager.
- 1.8 The BBC reserves the right to exclude any Tenderer that is found to have breached the terms at Section C paragraph 1.7 of the ITT Special Terms.
- 1.9 The BBC reserves the right to exclude any Tenderer that is found to either (a) provide information which is untrue; (b) be in breach of any of the terms of the NDA.
- 1.10 Participation in the tender process is confidential unless mutually agreed otherwise between the Tenderer and the Tender Manager. The BBC reserves the right to exclude any Tenderer who does not maintain confidentiality regarding their participation in this Tender process.

2. FORMAT AND CONTENT OF TENDER SUBMISSIONS

The structure and format of the ITT Response should be as follows:

2.1 Part 1 – Proposal Summary

- 2.1.1 This should include a summary of the ITT Response submitted, summarising all key aspects of the proposal.
- 2.1.2 This summary should also include an organisation chart showing the names, responsibilities and official designations of the principal personnel who will be involved in the Contract and must indicate those persons who would liaise with the BBC on all matters relating to the production and delivery of the Programme.
- 2.1.3 If the ITT Response is from a partnership, details of the responsibility of each partner and details of the structure of the partnership should also be included.

Part 2 – Proposals

- 2.2.1 The ITT Response should explain how the proposal responds to the BBC's requirements outlined in Section B of this ITT.
- 2.2.2 The proposals for funding the production and delivery of the Programme as set in Section B, paragraph 3.0, taking into account the information in this ITT and any other Secondary Information supplied during the tender process.

Part 3 – Risk Management

- 2.3.1 The ITT Response should identify specific risks and the processes or systems that will be put in place to manage the identified risks.
- 2.3.2 The response on Risk management should include a detailed transition plan and an explanation of how the Successful Tenderer will manage the transition from the current to the new production of the Programme, with minimum disruption.
- 2.3.3 In completing and submitting the TEF, Eligible Tenderers will have declared any interests and potential conflicts of interest, financial or otherwise, direct or indirect, which may impair their ability to produce the Programme to the Editorial and Broadcast Standards required. This part of the response should also include any change in circumstances (since the time of submitting the TEF) or any other details that Eligible Tenderers consider could be a conflict of interest.

Part 4 – Response to BBC Key Contract Terms

- 2.4.1 Confirmation of acceptance of the BBC key Contract terms ("**Key Contract Terms**") and full contractual documentation provided as part of the Secondary Information. Any contractual issues, particular to the Eligible Tenderer's proposal which Tenderers might have upon review of the Key Contract Terms and the contractual documentation, should be addressed by completing the compliance matrix ("**Compliance Matrix**") in the form of tender.
- 2.4.2 Please note that the BBC will not consider any matters which are not set out in the Compliance Matrix but are raised at a later date.

Appendix 1 – Form of Tender

- 2.5.1 A completed and signed form of tender ("**Form of Tender**"), the template of which is available at the following URL: <https://bbc.bravosolution.co.uk>, confirming that all sections of the ITT have been read, understood and accepted. Any aspects of the Tender which are non-compliant or which require further clarification with the BBC should be noted by completing the Compliance Matrix.
- 2.5.2 For the avoidance of doubt, identification of any such non-compliant aspects does not imply acceptance by the BBC of such non-compliance unless and until confirmation of acceptance is given in writing.

Appendix 2 – Company Policies

- 2.6.1 This part of the ITT Response should include:
- Evidence of the Eligible Tenderer's Diversity and Inclusion Policy;
 - Confirmation that the Eligible Tenderer will complete Albert Certification if successful. The ITT Response should include details of the Eligible Tenderers experience of using Albert or Albert Certification;
 - Evidence of the existence of other Company Policies listed in the TEF.

(NB the BBC will not be undertaking a detailed review of the policies themselves as part of the evaluation, it will be assumed that they comply with BBC requirements)

Appendix 3 – Budget

- 2.7.1 This part of the ITT Response should include a full budget and financial plan for all elements of the proposal with Tenderers also completing the budget template provided by the BBC as part of the Secondary Information.

EVALUATION: ELIGIBILITY, AWARD CRITERIA

3.1 Eligibility Criteria

- 3.1.1 The BBC will evaluate the responses to the TEFs in accordance with the details set out in each of the questions in the Eligibility section of the ITT Special Terms.
- 3.1.2 Please note, some questions will be evaluated and scored whilst some questions are pass/fail and others are for information, as indicated.
- 3.1.3 **Eligibility scoring method** – All pass/fail criteria will need to be marked pass in order for Tenderers to be eligible. Signing and returning the NDA is also a condition of eligibility. All evaluated criteria will be scored on a scale of 1 to 10 (where 1 is poor and 10 is excellent). These scores will be multiplied by the criteria weighting set out in the table below and the resulting weighted scores (one score per criteria) will be added in order to determine the total score for each TEF.

3.2 Award Criteria

- 3.2.1 The BBC will evaluate all ITT Responses against the Award Criteria and indicators listed in the ITT Special Terms.
- 3.2.2 Each Award Criteria will be weighed and scored on a scale of 1 to 10 (where 1 is poor and 10 is excellent). Information about the Award Criteria weightings and the associated scoring method will be provided to Eligible Tenderers as part of the Secondary Information.

4 QUERIES

- 4.1. All queries in connection to this Tender that Tenderers wish to raise prior to submitting their response should be submitted via the Bravo/Jaggaer portal no later than 2 working days before the deadlines for submissions as outlined in timetable in the ITT Special Terms.
- 4.2. In the interest of fair competition, anonymised questions and responses will be circulated to all Tenderers, where the BBC considers it is appropriate to do so.

5. NOMINATED REPRESENTATIVES

- 5.1 **BBC** - The BBC's Nominated Representative will be indicated in the ITT Special Terms.
- 5.2 All queries in connection with the Tender should be submitted via the Bravo/Jaggaer portal: <https://bbc.bravosolution.co.uk>.
- 5.3 No individual other than the BBC's Nominated Representative (or their delegates as advised by the BBC) is authorised to discuss the contents or the substance of the ITT with Tenderers. Tenderers will be advised of any change or addition to the BBC's Nominated Representative.
- 5.4 **TENDERER** - Tenderers must nominate a single point of contact within their organisation (the "**Tenderer's Nominated Representative**") who will be responsible for all communication related to the ITT. The name and contact details of the Tender's Nominated Representative must be included in the Tender documentation.
- 5.5 If the Tenderer wishes to change the Tenderer's Nominated Representative for any reason, it must inform the BBC's Nominated Representative in writing using the Bravo/Jaggaer portal.

6. MODIFICATION AND WITHDRAWAL

- 6.1 The BBC may modify the ITT (including the timetable as outlined in the ITT Special Terms) at any time prior to the deadline for receipt of submission. Any such amendment will be notified in writing via Bravo to all prospective Tenderers. To allow time for such amendment to be taken into account, the BBC may, at its discretion, extend the deadline for receipt of submissions.
- 6.2 Tenderers may modify their submissions prior to the deadline for receipt by giving written notice to the BBC and resubmitting documentation as agreed with the BBC's Nominated Representative. No Tender may be modified after the deadline for receipt.

- 6.3 Tenderers may withdraw from the Tender process at any stage by informing the Tender Manager in writing using the Bravo/Jaggaer portal. Withdrawal is final and withdrawing Tenderers will not be eligible to re-join the Tender process.

7. CONTRACT AWARD

- 7.1 The BBC reserves the right to perform any appropriate due diligence (including but not limited to health and safety assessments and/or or financial due diligence) at any stage of the Tender process prior to the award of a final contract to a Tenderer. The Tenderer will provide all assistance required in order to achieve this.
- 7.2 The BBC will notify the Preferred Tenderer in writing. If agreement is reached with the Preferred Tenderer then the BBC will notify the unsuccessful Tenderers as soon as reasonably practical and the contract will be awarded to the Successful Tenderer.
- 7.3 Any Contract resulting from the ITT will be between the BBC and the Successful Tenderer and will include the BBC's Key Contract Terms as provided at Section D, the contractual documentation provided to Tenderers and any specific amendments requested by Tenderers in the Form of Tender and subsequently agreed by the BBC (no subsequent variations will be accepted unless agreed by the BBC).
- 7.4 In awarding the Contract, the BBC may request additions or modifications to the editorial proposition to incorporate any BBC originated ideas, which may not have been included in the Successful Tenderers submission, provided that any such requests can be accommodated within the agreed contract price.
- 7.5 By submitting their proposal, Tenderers confirm acceptance of the Key Contract Terms and any other contractual documentation provided to Tenderers, subject to any specific amendments requested in the Form of Tender and subsequently agreed by the BBC. Requested amendments to the Key Contract Terms or other contractual documentation will be evaluated in accordance with the Award Criteria detailed in the ITT Special Terms.

8. GENERAL

- 8.1 **ACCEPTANCE AND REJECTION OF TENDERS** - The BBC reserves the right to accept or to reject any Tender (or part of a tender) and to annul the Tender process and reject all Tenders at any time prior to award without incurring any liability to the affected Tenderers.
- 8.2 **VALIDITY** - Tenders must remain open for acceptance for 180 days from the closing date of the ITT Response. The validity period should be confirmed by completing the Form of Tender. ITT Responses must be signed by a representative of the organisation who must also have corporate authority to sign any resultant Contract.
- 8.3 **COSTS ASSOCIATED WITH TENDERING** - All costs incurred directly or indirectly in responding to, preparing and submitting the ITT, the ITT Response or those costs which arise out of any presentations requested by the BBC will be borne wholly by the Tenderer.
- 8.4 **PUBLICITY** - Tenderers shall not, without the prior consent of the BBC, make any reference to the BBC in any advertising, promotional or published material, nor speak in public about the BBC or its affairs in connection with this Tender.
- 8.5 **USE OF BBC LOGO** - Tenderers must not use or reproduce any BBC logo or otherwise make reference to the BBC without the prior consent of the BBC, other than to the extent required in order to prepare a response to the ITT.
- 8.6 **INDUCEMENT** - The offering of inducement of any kind in relation to obtaining this or any other contract with the BBC will automatically disqualify a Tenderer and may constitute a criminal offence.

Section D – Key Contract Terms

The Successful Tenderer will be the Producer of the Programme (“**Producer**”). The contract shall be awarded as laid out in the ITT Special Terms and the ITT General Terms and will cover the production, transmission and delivery of the Programme and shall be contracted as a longform commissioning agreement, which shall contain the following Key Contract Terms:

1. PRE-CONDITIONS

- 1.1 The Producer must comply with all relevant Health and Safety legislation for the time being in force and must either have been vetted by the BBC’s Health and Safety department within the previous 36 months, or arrange to be re-vetted and obtain BBC H&S approval prior to contract.
- 1.2 In making the Programme the Producer shall comply with the BBC Guidelines (see: <http://www.bbc.co.uk/commissioning/tv/production/articles/policies-guidelines>) and comply with all applicable law including but not limited to: child protection legislation, disability discrimination legislation, data protection legislation, anti-bribery legislation, construction design and management regulations and all regulations and orders made under such legislation.
- 1.3 The Producer shall ensure that all production personnel directly engaged by the Producer or a company within the same group, working on the production and/or delivery of the Programme to the BBC are paid the appropriate Real Living Wage according to the location of their work within the UK as applicable. The rate of the Real Living Wage that the BBC is taking as a benchmark is that set out by the Living Wage Foundation: <http://www.livingwage.org.uk/>
- 1.4 The Producer and the BBC will need to agree the detailed Commissioning Specification in the form published on the BBC’s Commissioning Website, and for the avoidance of doubt, the Producer will be required to secure the BBC’s prior written approval of key on and off screen talent and production staff including the Executive Producer.
- 1.5 Relevant personnel employed or engaged by the Producer and working on the Programme may be required to sign non-disclosure agreements with the BBC in connection with access they are granted to any BBC systems in the course of producing and delivering the Programme to the BBC.

2. FINANCE

- 2.1 Financial Terms shall reflect Section B paragraph 3.0 of the ITT and the Producer’s response as accepted and confirmed by the BBC.

3. RIGHTS & REVENUE

- 3.1 The Programme is based on a BBC created and owned format and as such falls outside the BBC’s Business Framework for the commissioning of independent productions.
- 3.2 Production of the Programme is offered on a work for hire basis:
 - a. The ownership of the copyright and other rights in the Programme, including the format and title, will be vested absolutely in the BBC.
 - b. Any enhancements to the formats made as a result of incorporating new ideas proposed by the Producer into the overall Programme propositions, shall be assigned absolutely to the BBC in perpetuity.
 - c. The BBC shall be under no obligation to re-commission the Producer to produce the Programme at the end of the Contract period.
- 3.3 Distribution terms, if applicable, shall reflect Section B paragraph 3.0 and agreement reached between the Producer, the distributor and the BBC.

4. PRODUCTION

- 4.1. The Producer will comply with any reasonable transitional arrangements as may be required by the BBC to facilitate a smooth handover of production of the Programme from the incumbent production team.

- 4.2. The Producer will have free access to specific BBC Archive systems while contracted to produce and deliver the Programme for the purposes of producing and delivering the Programme. All use of BBC archive material (“**BBC Archive**”) will abide by the relevant Editorial Guidelines and guidance.
- 4.3. The Producer will have access to BBC Archive footage for the purposes of producing the Programme on the following basis:
 - a. Producer will not be required to pay the use of BBC Archive for BBC Public Service use in the Programme;
 - b. Producer will be required to clear BBC Archive for commercial use as part of any distribution requirements (if applicable)
- 4.4. In the event that any complaints are made in connection with the Programme, the Producer will be available to prepare and submit evidence in accordance with the relevant BBC complaints procedure.

5. DELIVERABLES

- 5.1 The provisions set out in the editorial, technical & delivery and financial sections of the Requirement in Section B shall be reflected as terms of the Contract.

6. TERMINATION AND TAKEOVER

- 6.1 Following review of the Contract, the BBC shall have the right to terminate and/or takeover, if it determines in its absolute discretion that the delivery of the Programme by the Producer has undermined the quality and/or integrity of the Programme and/or the brand.
- 6.2 The BBC shall also be entitled to terminate the Contract (without prejudice to any other rights or remedies that the BBC may have) in the event that the BBC determines (acting reasonably) that one (or more) of the pre-conditions set-out in the ITT are not being fulfilled.
- 6.3 The BBC’s standard rights of termination or takeover of production of the Programme Contract will apply.