

# DOCTORS



20th September 2017

Invitation to Tender (ITT)

Production of BBC's *Doctors* 2 series (of approximately 195 and 196 episodes respectively) over 2 years, commencing transmission on or about the beginning of November 2018.

## ITT SUMMARY<sup>1</sup>

The commissioning team is looking to reaffirm and develop Doctors' place at the heart of the BBC One daytime schedule through brilliant, pacey, nuanced, character driven story-telling.

The contract to produce Doctors is:

- For two series of approx. 195 and 196 episodes respectively.
- Offered on a work-for-hire basis. All IP, including any enhancements made, will either remain with BBC or be assigned to it absolutely in perpetuity.
- The public service price for the Programme is between £55,000 - £59,575 per episode.

### Schedule of key stages\*

Tender eligibility	Deadline 2 October 2017 at 5pm
Tender submission and shortlist	Deadline 23 November 2017 (at 5pm)
Interviews	20 December 2017
TUPE conversation	Approx. 8 January 2018
Award decision announced	Mid-February 2018
Transmission from	Beginning of November 2018

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

### Location

Production must remain at the Birmingham production village at Selly Oak and associated locations, and qualify under [Ofcom criteria as a Midlands regional production](#).

### Tender eligibility

Producers wishing to be considered for the tender process must:

- Submit some core information about their business and experience for the BBC to evaluate if they meet the eligibility criteria.
- Demonstrate experience of delivering for transmission at least 30 episodes of a single drama title in a consecutive 12 month period.
- Sign a non-disclosure agreement.

Producers bidding in partnership will be considered. It is anticipated that no more than five producers will proceed to the tender submission stage.

<sup>1</sup> This overview is for guidance only. Please refer to the ITT sections for full details.

## **Eligible producers**

Producers considered eligible will be invited to make a detailed submission. Before they make the submission, they will be

- Supplied with further relevant programme production information.
- Offered the opportunity to meet with the BBC to discuss the tender requirements.
- Given a site visit to the Birmingham production village

## **Submission evaluation**

- Only the contents of the Invitation to tender (ITT) response will be evaluated. Evaluation will be against the award criteria of editorial proposal and capability, value for money, strategic priorities and risk.
- The highest scoring eligible producers will be short-listed and invited to interview to discuss their proposal further.
- Short-listed producers will be invited to a separate discussion regarding the potential transfer of employees and any potential commercial impact this has on their proposal.
- The interview and discussion will be evaluated against the award criteria and factored into the overall ITT score.
- The BBC will then proceed to complete the commissioning specification and contract with the producer with the highest scoring bid.

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## Section A – Introduction

### 1.0 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 including running this tender process and awarding the contract.
- 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, a substantial 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 securing competition for the production of content currently produced by BBC Studios. Some of this competition will be through tendering of existing returning series which are 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, particularly those tendering for a title such as this, the BBC is looking for ways in which the supply of content can help it meet its overarching strategic objectives, in particular its commitments to improve diversity, be more digital and open, appeal to younger audiences, grow sustainable production outside London, and support the plurality of the BBC's supply base. 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](#)

<http://www.bbc.co.uk/corporate2/insidethebbc/managementstructure/bbcbboard>

### 2.0 OBJECTIVES AND SCOPE

- 2.1 This document is an Invitation to Tender (the "ITT") for the production of BBC *Doctors* ("Programme").  
*Doctors* is a long-running successful BBC series. We wish to maintain the overall character of the programme – the show must continue to deliver pace and energy which keeps the audience engaged with complex characters, twists, turns, and surprises. We are looking for a proposal that seeks to reaffirm and develop the show's place at the heart of the BBC One daytime schedule.
- 2.2 The detailed requirement for this Programme is set out in Section B (Requirements) and the full eligibility requirements are set out in Section E (Tender Eligibility Form).
- 2.3 The tender has the following stages; eligibility; ITT submission and shortlist; interviews; and award decision. This is described in more detail later in this ITT.
- 2.4 This opportunity is for any supplier ("Tenderer"), 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.
- 2.5 The studio and sets for *Doctors* are located at the Birmingham production village at Selly Oak. Tenderers applying for this opportunity will need to produce the Programme from this production village and this is one of the conditions of eligibility, as set out in the Tender Eligibility Form under Section E paragraph 3.0. Further information relating to this location, including site maps and costs, will be issued to Eligible Tenderers as part of the further Programme production information and a site visit will be offered to Eligible Tenderers.

2.6 The BBC is seeking to encourage and support the longer term sustainability of production in the Regions. As part of the eligibility requirements all suppliers applying for this opportunity will need to meet the BBC Criteria to qualify as a 'Regional' production from the Midlands according to the Ofcom criteria ("Midlands Regional Production") as set out in the Tender Eligibility Form under Section E paragraph 4.0 ("Regional Qualifying Criteria").

As a Midlands Regional Production the Successful Tenderer will be expected to demonstrate lasting additional benefit and contribution that the production of the Programme may bring to the Region. Though not a necessity, we believe it would be advantageous for the Successful Tenderer to have a substantive base in the Midlands and this is reflected in the Award Criteria at section C paragraph 3.2.

2.7 The 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, amongst the requirements of the Tender Eligibility Form (see Section E for details) Tenderers will only be made eligible if they can demonstrate experience of delivering for transmission at least 30 episodes of a single drama title in a consecutive 12 month period.

2.8 Tenderers unable to meet the BBC's requirements on their own could seek complimentary 3rd parties to work with in partnership. The Tender Eligibility Form should include responses for each partner and the ITT Response 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.

2.9 The Evaluation Team will comprise the following individuals:

Dan McGolpin, Controller of Programming and Daytime, BBC  
Helen Munson, Head of Planning and Scheduling, BBC Daytime  
Craig Holleworth, Head of Business, Drama, BBC Films and Programme Acquisitions  
Laura Branfield, Tender Manager, Drama

The Evaluation Team may seek opinion from subject matter experts (e.g. production experts, channel management, finance, procurement, etc.) to help inform the decision of the Evaluation Team.

2.10 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](http://downloads.bbc.co.uk/commissioning/site/apc_code_2009.pdf)

Subject to section A, paragraph 6.0, the BBC will keep confidential all commercially sensitive information included in responses to this ITT and will only use this 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.

2.11 As outlined in section C, paragraph 8.3 below, Tenderers submit responses to this ITT and take part in this process at their own cost.

### **3.0 CONTRACT**

3.1 The Contract will be for a period of 2 series (of approximately 195 and 196 episodes respectively) over 2 years commencing transmission on or about the beginning of November 2018 and ending transmission on or about end of October 2020. 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 format 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. Please see the full details at Section D, paragraph 3.2 of this ITT.

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

## 4.0 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 Tender Eligibility Form (“TEF”), included at Section E of this ITT.
- 4.1.2 All Tenderers will be required to sign the Non-Disclosure Agreement (NDA) included at Section F of this ITT as a condition of their eligibility; allowing them to receive relevant further Programme production information, should they proceed to the next stage of the process.
- 4.1.3 The BBC will review the TEF responses in order to establish the list of eligible tenderers who meet the Eligibility Criteria outlined in the TEF (“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 in order to establish their eligibility.
- 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 Section C paragraph 3.1. 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. This longlist of Eligible Tenderers will be established using the eligibility criteria and evaluation method set out in Section C paragraph 3.1. By taking this approach, the BBC ensures that Tenderers are notified as early as possible, therefore minimising their time and expense on this process. It is anticipated that this longlist will be approximately 5 Eligible Tenderers.
- 4.1.7 On notification of eligibility, the BBC will give an indication of the number of Eligible Tenderers in the longlist in order for those Eligible Tenderers to be able to assess the level of competition.
- 4.1.8 At this point, the BBC will issue further relevant Programme production information to Eligible Tenderers
- 4.1.9 Following notification of eligibility, Eligible Tenderers will have an opportunity for a meeting with the BBC in order to discuss the ITT requirements. There will also be an opportunity for a site visit to the Birmingham production village at Selly Oak.
- 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 and short-list

- 4.2.1 The BBC will invite Eligible Tenderers to provide a written response to ITT, which includes all the elements outlined in Section C paragraph 2.0 (“ITT Response”).
- 4.2.2 The BBC will evaluate all ITT Responses in detail against the published Award Criteria outlined in Section C paragraph 3.2.
- 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 short-listed\* for interview (“Short-listed Tenderer”).

*\*Please note the BBC may decide to short-list all Eligible Tenderers.*

### 4.3 Stage 3: Interviews and TUPE conversations

- 4.3.1 Short-listed Tenderers will be invited to an interview or ‘pitch meeting’ with the Evaluation Team.



4.3.2 During the interview, Short-listed 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 Short-listed Tenderers a list of areas that they should focus on in particular during the interview.

4.3.3 Short-listed Tenderers will be issued with more detailed production personnel data and there will then be a further conversation with the BBC to clarify each Short-listed Tenderers' 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 short-list or conduct 2<sup>nd</sup> interviews as outlined in section A paragraph 4.4.2, then the TUPE Conversation will be between the BBC and only those selected or invited to a 2<sup>nd</sup> interview.

#### 4.4 Stage 4: Award decision

4.4.1 The Evaluation Team will then evaluate the Short-listed Tenderer's responses (against the Award Criteria outlined at Section C, paragraph 3.2) to take account of the interview meeting and the TUPE conversation.

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 Tenderers;
- further shortlist (using the Award Criteria);
- conduct 2<sup>nd</sup> interviews;

4.4.3 Before a final Award decision is made, the BBC will also issue the Commissioning Specification and the Contract to the Tenderer which scored highest in the evaluation, against the Award Criteria ("Preferred Tenderer").

4.4.4 Subject to Section C paragraph 8.1, and once the Commissioning Specification and Contract referred to above have been signed, the award decision will be finalised (in accordance with section C paragraph 7.0) with the Preferred Tenderer ("Successful Tenderer").

4.4.5 In the event that the Commissioning Specification and the Contract cannot be signed in a timely manner, the BBC reserves the right either to issue the Commissioning Specification and 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 *Doctors* (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 eligibility evaluation or of the results of the ITT evaluation. Request for feedback should be made via the BravoSolutions portal (details for accessing BravoSolutions can be found at Section C paragraph 1.1).

4.6.2 Feedback will be provided within three weeks of receiving the request.

#### 4.7 Distribution arrangements

4.7.1 **Distribution investment.** Historically there has been upfront distribution investment into the Programme, which the BBC would expect to continue at least at its current level. The further relevant Programme production information will include an indication of the current distribution investment. Short-listed Tenderers will be invited

to have a detailed discussion with the current distributor prior to the final interview with the BBC, in order to discuss their proposed specification with the distributor

## 5.0 TIMETABLE

5.1 The BBC intends to evaluate the TEFs and ITT Responses and award the Contract within the following indicative timetable. Please note that all submissions must be made by 5pm on the relevant date:

Stage	Indicative Date (by)*	Step
1. Tender Eligibility	20 <sup>th</sup> September 2017	Publish ITT
	2 <sup>nd</sup> October 2017	Tender Eligibility Forms (TEF) and signed NDAs returned.
	16 <sup>th</sup> October 2017	All Tenderers notified of eligibility outcome and invited to submit full tender. Eligible Tenderers issued with further relevant programme production information.
	20 <sup>th</sup> October 2017	Face to face meeting with Eligible Tenderers.
	Saturday 28 <sup>th</sup> October 2017	Site visit with Eligible Tenderers' production and technical experts.
2. Tender Submission and short-list	23 <sup>rd</sup> November 2017	ITT Responses returned
	6 <sup>th</sup> December 2017	ITT Responses evaluated and short-list prepared. All Tenderers notified. Areas of focus sent to Short-listed Tenderers.
3. Interviews and TUPE conversations	20 <sup>th</sup> December 2017	Short-listed Tenderers interviews.
	Approx. 8 <sup>th</sup> January 2018	Short-listed Tenderers TUPE Conversation.
4. Award decision	Early February 2018	Award decision finalised. Commissioning Specification and Contract signed. <i>The following activities may be required before an award decision is made: further clarifications and documentation exchanged, 2<sup>nd</sup> interviews, further short-list, TUPE interviews</i>
5. Announcement and notifications	Mid February 2018	Notification to unsuccessful Tenderers. Announcement.

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

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

## 6.0 FREEDOM OF INFORMATION ACT

6.1 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.

6.2 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.

6.3 If you would like further information on the Freedom of Information Act please see:

<http://www.bbc.co.uk/foi/>

## Section B – Requirements

### 1.0 EDITORIAL

- 1.1 *Doctors* is an engaging 30 minute daily drama set in a GP practice that plays on BBC One from Monday to Friday throughout most of the year. It is scheduled to follow the one o'clock news and forms an enjoyable part of the lunchtime routine for many viewers.

The serial follows the lives and loves of the staff working at a GP practice and other locations in the Midlands and has a strong regular cast of characters. The audience engages via the ups and downs of their lives but there is usually a prominent guest story which forms the backbone of the episode and revolves around a patient or a number of patients. The story can stand-alone for a viewer who may not be able to tune-in for the whole week but it will always have some impact on the regular characters.

The medical-based guest stories are a great frame for the emotional development of our characters so the themes reach far wider than just medicine. For a precinct drama like *Doctors*, great nuanced character portrayal is obviously crucial; through their strengths and flaws, intimacies and vulnerabilities we see the power struggles between them, both in a personal and a professional sense.

### 1.2 Editorial Brief

The tender process for *Doctors* will seek to reaffirm and develop its place at the heart of the BBC One daytime schedule. Tenderers will be expected to provide strategies to maintain and grow the broad viewership of the show (including diversity in its broadest sense).

Tenderers should have an informed knowledge about the show's dynamics and how it works combined with a well-spring of new ideas to keep this long running series fresh.

As a 30' daily show, *Doctors* places huge demands on the creatives - producers, writers & script editors – to consistently come up with compelling and original story material. The ITT Response will need to demonstrate Tenderers' ability to produce and deliver serial drama at volume and over a sustained period of time.

Brilliant character driven story-telling is at the heart of this show. *Doctors* works best when it packs in as much story as possible into the 30' slot. Pace and energy keep the audience engaged with complex characters, twists, turns, and surprises. Strong denouements work very well in this show, yet this doesn't necessarily mean tying all the story elements up on daily basis. Working at this kind of volume it is crucial to avoid repeating the same story shapes and patterns over and over.

Tenderers will need to prove access to, and experience of, working with recognised writing talent and be able to articulate clear talent succession planning strategies both on and off screen. *Doctors* has been integral to the industry in its development of off-screen talent over many years and we are looking for the producer to operate shadow schemes and other training programmes, including use of the BBC Writer's Room.

Medical knowledge will be essential as will be Tenderers' access to a breadth of medical experts to work on the show.

### 1.3 Production and Delivery

*Doctors* is predominantly set in and around the confines of a GP practice. The studio and sets will continue at the BBC's Birmingham production village at Selly Oak.

Tenderers' responses should identify proposed key off screen talent.

Responses should also demonstrate robust and efficient production management plans (including key production management talent) and plans for shooting the show that ensures continuity of delivery, for each episode, each week, all year.

For new producers, we will require a detailed plan for how you would approach the transition from the incumbent producer. *Doctors* is in the schedule every weekday and we are not proposing to break transmission between series, so continuity of delivery over this period would be crucial.

#### 1.4 Compliance and BBC Editorial Guidelines.

As with all of our content we would expect production 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

## 2.0 TECHNICAL & DELIVERY

2.1 As a continuing drama delivery of Programme should enable daily transmission during the week (i.e.: Monday to Friday inclusive).

2.2 For each Programme the Tenderer must deliver to the BBC the items listed as Delivery Items on the BBC's Commissioning website: <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 (BBC 1, BBC 2, BBC 3, BBC 4, Cbeebies and the CBBC Channel), which are contained on the BBC's Commissioning website: <http://dpp-assets.s3.amazonaws.com/wp-content/uploads/specs/bbc/TechnicalDeliveryStandardsBBC.pdf>

2.4 The 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/>

## 3.0 FINANCIAL

3.1 **Price.** The price available (funded by the public service) for the Programme is between £55,000 and £59,575 per episode.

3.2 **Distribution investment.** Historically there has been upfront distribution investment into the Programme, which the BBC would expect to continue at least at its current level. The further relevant Programme production information will include an indication of the current distribution investment. Short-listed Tenderers will be invited to have a detailed discussion with the current distributor prior to the final interview with the BBC, in order to discuss their proposed specification with the distributor.

### 3.3 Proposed Programme cost and sources of funding

3.3.1 The ITT Response will include details of the total and per episode cost of their programme proposal highlighting how this funding breaks down between the price to BBC public service and any other sources of funding.

3.3.2 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 at 3.1 above.

3.3.3 If the Tenderer's total budget is above the price range at 3.1 above the Tenderer must demonstrate corresponding additional value to the BBC.

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 Directors' UK contributions and any other payments that the BBC makes directly on behalf of the Tenderer; these shall be deducted from the BBC funding agreed with the Successful Tenderer.

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 per episode 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.

### 3.4 Transition

#### a) Transfer of Undertakings (Protection of Employment) Regulations 2006 (and/or any superseding or amending legislation) (“TUPE”)

- 3.4.1 Depending on the detail of your proposal, should you be successful in your bid to produce the next series of the Programme, TUPE may apply. The BBC will therefore ask Tenderers, at an appropriate point during the tender process, about the assumptions being made in respect of the application of TUPE to their bid, as part of the Tenderers’ production talent planning, and how such assumptions have impacted on the detail of the bid. Tenderers should seek their own legal advice as appropriate.
- 3.4.2 In order to inform overall production talent considerations, and enable Tenderers to make an assessment regarding the potential application of TUPE, the BBC will release an indication of the current production roles, and any relevant information of those currently employed on the Programme. This will be included in the relevant Programme production information referred to in Section A, paragraph 4.1.8 above.
- 3.4.3 Prior to the last stage of evaluation, the BBC will engage with the remaining Tenderers to discuss the impact of their assumptions regarding TUPE on their bid. This will include reaching an understanding of the proposed production team associated with their bid, how the producer proposes to implement the legal requirements of TUPE (where applicable), and a commercial negotiation regarding any financial considerations connected to their TUPE assessment and its impact, which will then form part of the overall evaluation prior to the final decision being made.

#### b) Other commitments

- 3.4.4 In order to meet the needs of transition, existing production commitments (outside the scope of TUPE) may need to be transferred to the Successful Tenderer and details will be included as part of further relevant Programme production information.

### 3.5 Insurance

- 3.5.1 The BBC has in place a Production Insurance Scheme (“BBC Scheme”) which is available to all BBC commissioned independents. The BBC Scheme will also be made available to the Successful Tenderer for the Programme at a cost of 0.5% of the ‘insurable amount’ of a production’s costs (defined as the total budget minus production fee, overheads, royalties, insurance premium and contingency).
- 3.5.2 By joining the scheme, the Successful Tenderer will ensure compliance with the BBC insurance requirements (other than Errors & Omissions which is not provided under the BBC Scheme).
- 3.5.3 If the Successful Tenderer elects not to join the BBC Scheme they will need to show evidence of the following covers prior to commencement of any filming and ensure that the BBC is named on the following policies:
- Production Insurance (including but not limited to cast, extra expense, negative and videotape, props sets and wardrobe, miscellaneous technical equipment, and UK Terrorism)
  - Employers Liability
  - Public Liability
  - Products Liability (if applicable)
  - Film Union insurance (if applicable)
  - Errors & Omissions Insurance - the Successful Tenderer will need to hold at least £3m of Errors & Omissions insurance in respect of defamation and Intellectual Property rights infringement risk.

## Section C – Instruction to Tenderers

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

### 1.0 TENDER SUBMISSION

- 1.1 The TEF, NDA and the ITT Response should be submitted using the BravoSolutions portal. Instructions for using this portal can be found here: <http://downloads.bbc.co.uk/commissioning/site/bravo-user-guide-doctors-tender.pdf>
- 1.2 The TEF, NDA and ITT Response must be received no later than 5pm on the dates set out in the timetable set out in section A, paragraph 5.0.
- 1.3 The tender documents should be submitted in an electronic version, and should either be protected as a “read only” MsWord file or saved as a pdf file or equivalents. The BBC will only accept a document submission for the ITT Responses. 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.
- 1.6 All responses must be in English.
- 1.7 Producers wishing to tender for the Programme are not permitted to contact anyone engaged by BBC Studios on the Programme, any on-screen talent connected with the Programme or BBC Studios’ suppliers seeking information about the *current* production of the Programme, unless otherwise agreed in writing with the Tender Manager. Any Producer that is found to have breached this requirement will be excluded from the tender process.
- 1.8 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.
- 1.9 Participation in the tender process is confidential unless mutually agreed otherwise between the Tenderer and the BBC. The BBC reserves the right to exclude any Tenderer who does not maintain confidentiality regarding their participation in this Tender process.

### 2.0 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 qualification as a Midlands Regional Production relies on criteria (a) as set out in Section E paragraph 4.3, this organisation chart should indicate which personnel are ‘senior personnel’ whose usual place of employment is in the Region in accordance with OfCom defined requirements for a substantive base. 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.

## **2.2 Part 2 – Proposals**

- 2.2.1 The Eligible Tenderer's detailed ITT Response, explaining how the proposal responds to the BBC's requirements outlined in Section B of this ITT.
- 2.2.2 The Eligible Tenderer's 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 relevant Programme information supplied during the tender process.

## **2.3 Part 3 – Risk Management**

- 2.3.1 The Eligible Tenderer 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 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.

## **2.4 Part 4 – Response to BBC Key Contract Terms**

- 2.4.1 Confirmation of acceptance of the BBC Key Contract Terms, provided at Section D. Any contractual issues, which are particular to the Eligible Tenderer's proposal, should be addressed by completing the Compliance Matrix in the Form of Tender, provided at Section G.
- 2.4.2 Please note that the BBC is under no obligation to consider any matters which are not set out in the Compliance Matrix but are raised at a later date.

## **2.5 Appendix 1 – Form of Tender**

- 2.5.1 A completed and signed Form of Tender as provided at Section G, 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 provided in Section G.
- 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.

## **2.6 Appendix 2 – Company Policies**

- 2.6.1 This part of the 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 Section E, 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)

## **2.7 Appendix 3 – Budget**

- 2.7.1 This part of the response should include a full budget and financial plan for all elements of their proposal.

### 3.0 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 of the TEF at Section E.

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 Non-Disclosure Agreement (“NDA”) at section F 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.

ELIGIBILITY CRITERIA	Weight (%)	Highest score available (10 x weight)	Lowest score available (1 x weight)
Relevant Production experience	70%	700	70
Health and Safety	15%	150	15
Conflicts of interest	15%	150	15
<b>TOTAL TEF SCORE</b>	<b>100%</b>	<b>1000</b>	<b>100</b>

#### 3.2 Award Criteria

3.2.1 The BBC will evaluate all ITT Responses against the Award Criteria listed below.

3.2.2 Each Award Criteria will be weighed and scored a 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 further Programme production information.

Award Criteria
<p><b>Editorial proposal and capability</b></p> <p>To include indicative elements such as:</p> <ul style="list-style-type: none"> <li>➤ Creative storytelling</li> <li>➤ Narrative freshness and innovation of Programme format</li> <li>➤ On screen talent succession plans</li> <li>➤ Deep knowledge of the world of Doctors</li> <li>➤ Strategies to maintain and grow the broad viewership of the show (including diversity in its broadest sense)</li> <li>➤ Identification of key production talent</li> </ul>



Award Criteria
<p><b>Value for Money</b></p> <p>To include indicative elements such as:</p> <ul style="list-style-type: none"> <li>➤ Affordable price per episode</li> <li>➤ All associated costs over the life of the Programme e.g. transition, set up and any other costs producers may incur as well as any direct BBC costs arising from any specific dependencies tenderers may have on the BBC</li> <li>➤ Any redundancy risks envisaged, TUPE assumptions and potential associated costs/liabilities</li> <li>➤ Financial plan including budget and its sustainability beyond the term of the contract (e.g. in light of price inflation)</li> <li>➤ Demonstrable ability to produce shows of large scale and volume in an efficient way</li> <li>➤ Acceptance of key contract terms (which includes compliance with all applicable UK law)</li> </ul>
<p><b>Strategic Priorities</b></p> <p>To include indicative elements such as:</p> <ul style="list-style-type: none"> <li>➤ BBC supply objectives such as lasting sustainability for the Midlands Region (through substantive base) or plurality of supply</li> <li>➤ Diversity and inclusion in the production of the Programme</li> <li>➤ Training programmes and other initiatives for off-screen talent (including use of BBC Writer’s Room)</li> <li>➤ Environmental Sustainability</li> </ul>
<p><b>Risk</b></p> <p>To include indicative elements such as:</p> <ul style="list-style-type: none"> <li>➤ Transition risk</li> <li>➤ Production risk</li> <li>➤ Business Continuity risk</li> <li>➤ Risk to the BBC Reputation</li> <li>➤ Conflict of interest risk</li> </ul>

## 4.0 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 BravoSolutions portal (access details at paragraph 1.1 above) no later than 2 working days before the deadlines for submissions outlined in Section A, paragraph 5.0.
- 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.

## 5.0 NOMINATED REPRESENTATIVES

5.1 **BBC** - The BBC's nominated representative for this tender is:

Laura Branfield, Tender Manager  
Telephone: 07711 348754  
Email: [doctors.tender@bbc.co.uk](mailto:doctors.tender@bbc.co.uk)

5.2 All queries in connection with the Tender should be submitted via the BravoSolutions portal (as outlined in paragraph 4.0 above).

5.3 No individual other than the BBC nominated representative (or their delegates as advised by the BBC) is authorised to discuss the contents or the substance of the ITT with the Tenderers. Tenderers will be advised of any change or addition to the BBC nominated representative.

5.4 **TENDERER** - Tenderers must nominate a single point of contact within their organisation who will be responsible for all communication related to the ITT. The name and contact details of the nominated representative must be included in the Tender documentation.

5.5 If the Tenderer wishes to change the nominated representative for any reason, it must inform the BBC's nominated representative in writing using the BravoSolutions portal.

## 6.0 MODIFICATION AND WITHDRAWAL

6.1 The BBC may modify the ITT (including the timetable as outlined in Section A paragraph 5.0) at any time prior to the deadline for receipt of submission. Any such amendment will be notified in writing 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 resubmitted 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 BravoSolutions portal. Withdrawal is final and withdrawing Tenderers will not be eligible to re-join the Tender process.

## 7.0 CONTRACT AWARD

7.1 The BBC reserves the right to perform any appropriate due diligence (including but not limited to financial and health and safety assessments) 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 Key Contract Terms as provided at Section D and any specific amendments requested in the Form of Tender, at section G and subsequently 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 subject to any specific amendments requested in the Form of Tender in Section G and subsequently agreed by the BBC. Requested amendments to the Key Contract Terms will be evaluated in accordance with the Award Criteria detailed in section C, paragraph 3.0 of this ITT.

**8.0 GENERAL**

- 8.1 **ACCEPTANCE AND REJECTION OF TENDERS** - The BBC reserves the right to accept or to reject any 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 120 days from the closing date of the ITT Response. The validity period should be confirmed by completing the Form of Tender provided at Section G. 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 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 for the Programme for 2 series (of approximately 195 and 196 episodes respectively) over 2 years commencing transmission on or about the beginning of November 2018 and shall be contracted as a longform commissioning agreement, which shall contain the following key contract terms:

### 1.0 PRE-CONDITIONS

- 1.1 The Programme must qualify as a Midlands Regional Production as described in Section B of this ITT and confirmed by the Producer in their Response to the ITT. The BBC shall have the right to audit the Producer during the term of the contract in order to verify that Midlands Regional Production targets are met.
- 1.2 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.
- 1.3 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: 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.
- 1.4 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/>
- 1.5 The Producer and the BBC will need to agree the detailed [Editorial 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.
- 1.6 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.

### 2.0 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.

### 3.0 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 format made as a result of incorporating new ideas proposed by the Producer into the overall programme proposition, 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 shall reflect Section B paragraph 3.0 and agreement reached between the Producer, the distributor and the BBC.

**4.0 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 that Programme. All use of archive material 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 for Public Service Use of the Programme;
  - b. Producer will be required to clear archive for commercial use as part of the 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.

**5.0 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.

**6.0 TERMINATION AND TAKEOVER**

- 6.1 Following a review of the contract during the first year, 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 over the period of review 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 above are not being fulfilled.
- 6.3 The BBC's standard rights of termination or takeover of production of the Programme will apply.

## Section E – Tender Eligibility Form (TEF)

If you are tendering as a partnership your form should include details for all partners

### 1.0 ORGANISATION DETAILS

#### PASS/FAIL

- 1.1 Please note only limited companies are eligible. Any other types of organisations will not be considered

Organisation Information	Yes /No
Public Limited Company	
Private Limited Company	
(If other please provide details)	

#### FOR INFORMATION

- 1.2 Please fill in the following information about your organisation

Organisation detail	Detail
Please confirm if you are an 'independent producer' within the meaning of Paragraph 3 of the Broadcasting (Independent Productions) Order 1991, as amended	
Company trading name	
Contact Name	
Contact email address	
Office Address (substantive base, if applicable)	
Head Office Address if different	
Telephone Number	
Website address	
VAT number	
Company registration number	
Date of registration	
Registration name if different from the trading name	
Company registration address if different from the trading address	
How long has the company's substantive base been established (if applicable)	
If applicable, is your organisation part of a group? If so, give details of other members in the group	
Annual turnover over the last 3 years and/or projected annual turnover over the next 3 years	

## 2.0 PARTNERSHIP

### FOR INFORMATION

If you are tendering as a partnership your form should include details for all partners for all sections of this TEF

2.1 Please fill in the table below if you are submitting the ITT response as part of a partnership

Partnership details	Yes/No/Detail if yes
<p>Is this Tender being submitted as a partnership?</p> <p>If 'Yes' - please list each partnering company and describe the responsibilities each partner will take.</p> <p>Please include the key personnel responsible for the production and delivery of the programme and details regarding the partnering company that they are currently contracted to.</p>	

## 3.0 STUDIO FACILITIES

### PASS/FAIL

3.1 The studio and sets for *Doctors* will continue at the Birmingham production village at Selly Oak and associated locations. The Successful Tenderer must use these facilities for the production of the Programme.

3.2 Please confirm that, if successful your organisation will be producing the Programme from the Birmingham production village at Selly Oak using the current sets.

Birmingham production village studio and sets and associated locations	Yes/No
<p>If successful, will your organisation be producing the Programme from (and using the sets at) Birmingham production village at Selly Oak (Birmingham) and associated locations?</p>	

## 4.0 NATIONS/REGIONS QUALIFICATION

### PASS/FAIL

4.1 The BBC is using the following definitions in order to determine whether this production qualifies as a Midlands Regional Production. The production for *Doctors* must meet two of criteria (a) (b) & (c) below, in the Midlands region.

4.2 The Successful Tenderer will be required to meet the regional programme qualifying criteria.

4.3 Please indicate which criteria your company will meet for the production in the table below.

Regional Criteria	Yes/No
<p>a) The production company must have a substantive business and production based in the Midlands Region. A base will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personnel involved in seeking programme commissions;</p>	

Regional Criteria	Yes/No
b) At least 70% of the <i>Doctors</i> production budget (excluding the cost of on-screen talent, archive material and copyright costs) must be spent in the Midlands Region.	
c) At least 50% of the production talent (i.e. not on-screen talent) by cost must have their usual place of employment in the Midlands Region. Freelancers without a usual place of employment in the Midlands Region will nonetheless count for this purpose if they live in the Midlands Region.	

4.4 Please provide a list of senior personnel at the substantive base who will work on the programme, if applicable:

Name	Production Role

## 5.0 INSURANCE

### PASS/FAIL

5.1 The BBC requirements in relation to insurance are outlined in Section B, Requirements. It is essential that cover is in place by the time of pre-production. Please note at least £3m of Errors & Omissions insurance in respect of defamation and intellectual property rights infringement risk is required.

(Suppliers unwilling to obtain this cover will not be made eligible.)

5.2 Please list details of insurance cover held in respect of the following:

Type of Insurance	Yes/No	If No, please confirm this cover will be in place by the time of pre-production	Amount of cover
Production			£
Employers Liability			£
Public Liability			£
Errors & Omissions (min £3m)			£

## 6.0 COMPANY POLICIES

### PASS/FAIL

6.1 Using the table below, please indicate if your organisation currently has the following policies and, if not, whether you would be prepared to put these in place by the time of the ITT submission deadline. Please note, only organisations which currently have policies (or would be prepared to put them in place by the time of the ITT submission deadline) will be eligible.

Policy	YES/NO	If NO are you prepared to put these in place?
Business Continuity		



Policy	YES/NO	If NO are you prepared to put these in place?
Data Protection		
Equal Opportunities		
Bribery Act		
Bullying & Harassment (incl. Whistleblowing)		
Health and Safety (has this been vetted by the BBC within the past 3 years)?		
Diversity and Inclusion (a template is available from the Creative Diversity Network (CDN), here: <a href="http://creativediversitynetwork.com/resource/template-equality-and-diversity-policy/">http://creativediversitynetwork.com/resource/template-equality-and-diversity-policy/</a> )		

## 7.0 ENVIRONMENTAL SUSTAINABILITY

### PASS/FAIL

- 7.1 The BBC is committed to sustainable television production, working as part of the BAFTA Albert consortium. The current Programme is produced with Albert Certification. Please note, only suppliers which would be prepared to sign up to Albert and to complete Albert Certification for the production of the Programme will be eligible.

More information can be found here: <http://www.bbc.co.uk/responsibility/environment> or by contacting the Albert Team at <mailto:Albert@bbc.co.uk>

Environmental Sustainability	Yes / No / Detail
Is your organisation currently signed up to Albert? Will you be completing Albert Certification for the production of this Programme?	

## 8.0 REAL LIVING WAGE

### PASS/FAIL

- 8.1 As part of our strategic priorities the BBC has made a commitment to the real living wage (as described by the Living Wage Foundation) as set out at Section D, 1.4. The per episode 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.

- 8.2 Suppliers unwilling to pay the real living wage will not be made eligible.

Real Living Wage	Yes / No
Will you pay the real living wage in the production of this Programme, in line with the commitment set out at Section D, 1.4?	

**9.0 INSOLVENCY AND BANKRUPTCY/CCJS****PASS/FAIL**

- 9.1 The BBC may choose to exclude any potential tenderer who answered **Yes** to any of the questions in the table below:

<b>Insolvency and Bankruptcy/CCJs:</b> In the past 5 years, in the United Kingdom, Republic of Ireland or elsewhere, has your organisation (or any of your directors) ever been:	<b>Yes / No</b>
Declared bankrupt	
Served a bankruptcy petition	
The subject of a bankruptcy court order	
The subject of insolvency	
The subject of winding-up proceedings	
In a situation where your assets have been administered by a liquidator or by the court	
The subject of any civil action relating to your professional or business activities which has either resulted in a judgement or finding against you by a court, or a settlement being agreed (other than a settlement consisting only of the dismissal by consent of a claim against your organisation (or any of your directors) and the payment of costs) including any outstanding industrial tribunal hearings?	
Has it been established by a judicial or administrative decision (with final and binding effect in the United Kingdom), that your organisation is in breach of obligations related to the payment of tax or social security contributions?	

**10.0 RELEVANT PRODUCTION EXPERIENCE****PASS/FAIL**

- 10.1 The BBC requires a minimum level of production experience and suppliers must demonstrate experience of delivering for transmission at least 30 episodes of a single drama title in a consecutive 12 month period. Suppliers who do not satisfy this requirement will not be made eligible.

<b>Minimum production experience</b>	<b>Yes / No</b>
Does your organisation and/or your key personnel have experience of delivering for transmission at least 30 episodes of a single drama title in a consecutive 12 month period?	

**EVALUATED 70%**

- 10.2 Using the table below please indicate the recent relevant production experience your organisation and /or your key personnel has in making similar or comparable programmes with the Programme being tendered by the BBC, including making specific reference to the titles referred to in 10.1 above. This should include details of production titles, broadcaster and transmission date, a brief editorial description of the programme, any relevant information on how the programme was received.

Production Experience (%)	Detail
Production 1	
Production 2, etc.	

## 11.0 CONFLICT OF INTEREST

### EVALUATED (15%)

- 11.1 A conflict of interest may arise when the external activities of anyone involved in making our content affects the BBC's reputation for integrity, independence and high standards, or may be reasonably perceived to do so. Our audiences must be able to trust the BBC and be confident that our editorial decisions are not influenced by outside interests, political or commercial pressures, or any personal interests. Further information can be found at: <http://www.bbc.co.uk/editorialguidelines/guidelines/conflicts-of-interest>
- 11.2 All conflicts of interest will be evaluated (taking into account all proposed mitigations).
- 11.3 Using the table below please identify any potential conflicts of interest or contractual commitments that may impair your ability to produce this Programme to the Editorial and Broadcast standards required. Please include mitigation measures that will be put in place to minimise this risk.

Conflict of Interest	Proposed mitigation
1. COI 1	
2. COI 2, etc.	

## 12.0 HEALTH AND SAFETY

### EVALUATED (15%)

- 12.1 Using the table below please give details of accidents/incidents on previous Programmes your organisation produced

Health and Safety	Detail
<p>Did significant accidents or incidents (as defined by RIDDOR) arise during any previous production(s) in the last 3 years?</p> <p>(If so, please indicate how many incidents and give details of those incidents which resulted from specified injuries and dangerous occurrences. Please also indicate what action has been taken to prevent future similar incidents).</p>	

## Section F – Non Disclosure Agreement

Effective Date: 20<sup>th</sup> September 2017

### BETWEEN:

**The British Broadcasting Corporation** whose principal place of business is at Broadcasting House, Portland Place, London W1A 1AA (the “**BBC**”)

and

[name and registered office of company/name of individual] (the “**Recipient**”)

The BBC has agreed to provide to the Recipient information relating to the tendering process for *Doctors* (the “**Project**”). The BBC and the Recipient are entering into this Agreement (“**Agreement**”) in order to define their respective rights and obligations in relation to the disclosure of Confidential Information by the BBC to the Recipient in connection with the Project.

### 1 Definitions

In this Agreement:

1.1 “**Confidential Information**” means information whether in written or any other form whatsoever which:

1.1.1 by its nature is confidential, is designated by the BBC as confidential; or the Recipient knows or ought to know is confidential; and

1.1.2 is disclosed by or on behalf of the BBC to the Recipient, or otherwise is in the possession of the Recipient, in connection with the Project and whether disclosed before, on or after the Effective Date at the top of this Agreement.

1.2 Notwithstanding Clause 1.1 above, Confidential Information shall not include information which:

1.2.1 entered or subsequently enters the public domain without breach of this Agreement or any other obligation of confidentiality by the Recipient;

1.2.2 the Recipient can demonstrate was already in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the BBC and was not previously acquired from the BBC under any obligation of confidentiality;

1.2.3 is disclosed to the Recipient by a third party without breach by the Recipient or such third party of any obligation of confidentiality owed to the BBC;

1.2.4 the Recipient can demonstrate is independently developed or discovered by or for it not as a result of any activities relating to the Project;

1.2.5 is hereafter disclosed by the BBC to a third party without restriction on disclosure or use, including, by way of the publication of a patent specification;

1.2.6 is disclosed by the Recipient with the prior written permission of the BBC; and

1.2.7 is required to be disclosed in accordance with the FOIA, if applicable, or otherwise is required to be disclosed by law, order of court, the requirements of any regulatory or taxation authority or the rules of any stock exchange.

1.3 “**FOIA**” means the Freedom of Information Act 2000 or any replacement legislation.

1.4 “**Purpose**” means any discussions and negotiations between or within the parties concerning or in connection with the Project.

1.5 **Headings** are for reference only and shall have no effect on the interpretation of this Agreement.

1.6 References to “includes”, “including”, “for example” or “such as” shall not imply any form of limitation.

## **2 Restrictions on Disclosure and Use**

In consideration of the BBC’s disclosure of Confidential Information, and subject always to the requirements of Clause 3, the Recipient undertakes to the BBC:

2.1 to keep the Confidential Information confidential at all times;

2.2 to use it only for the Purpose and not for any other purpose including not to make any commercial use of it and not to use the same for the benefit of itself or any third party other than pursuant to a further agreement with the BBC. For the avoidance of any doubt, the disclosure of the Confidential Information by the BBC does not in itself constitute an offer by the other nor form the basis of any future contract unless the parties specifically agree otherwise.

2.3 not to disclose, without the BBC’s prior written consent:

2.3.1 the fact that the Confidential Information has been made available to the Recipient or any other person or

2.3.2 the fact of discussions or negotiations between the Recipient and the BBC in relation to the Project; or

2.3.3 any proposed or possible terms or conditions which are applicable in relation to the Project;

2.4 to take reasonable security precautions (at least as comprehensive as the precautions the Recipient takes to protect its own confidential information which the Recipient warrants are adequate to prevent unauthorised disclosure, copying or use) to keep confidential the Confidential Information;

2.5 not to disclose Confidential Information to any person except in confidence to such of its directors, trustees, employees and professional advisers who reasonably need access to the Confidential Information for the Purpose and provided that all such persons to whom Confidential Information is so disclosed are informed of the terms of this Agreement and prior to disclosure to them either:

2.5.1 are obliged by their contracts of employment or service not to disclose the same; or

2.5.2 where no existing contractual obligation exists, have entered into legally binding confidentiality agreements on equivalent terms to this Agreement;

2.6 to be responsible for the performance of Clauses 2.1, 2.2, 2.3 and 2.4 above on the part of its directors, trustees, employees and professional advisers to whom Confidential Information is disclosed pursuant to Clause 2.5 above;

- 2.7 not to copy, reproduce, summarise or reduce to writing any part of any Confidential Information except as may be reasonably necessary for the Purpose and that any copies, reproductions, summaries or reductions so made shall be the property of the BBC; and
- 2.8 not to reverse engineer, decompile or disassemble any software disclosed by the BBC.

### **3 FOIA and other Compulsory Disclosure**

- 3.1 The Recipient recognises that, if FOIA is applicable, the BBC may be required to release information under FOIA whether the information is held by the BBC, by the Recipient or another person on behalf of the BBC. If the BBC receives a FOIA request for information and requires assistance in obtaining such information, the Recipient (or any agent or sub-contractor of the Recipient) shall at its own cost ensure (and procure that any of its agents and sub-contractors so ensure) that the BBC's request for assistance is responded to promptly and in any event within 5 days of receipt.
- 3.2 In the event that the Recipient is required by law to disclose Confidential Information the Recipient will provide the BBC with prompt written notice thereof and shall use reasonable endeavours to consult with the BBC with a view, as far as practicable, to taking into account the BBC's views in determining whether to disclose the information and/or the timing, manner and content of disclosure.

### **4 Notification of Unauthorised Disclosure**

The Recipient shall notify the BBC immediately upon discovery of any unauthorised use or disclosure of Confidential Information by the Recipient or any person to whom it discloses pursuant to this Agreement, or any other breach of this Agreement by the Recipient or such other person, and shall co-operate with the BBC in every reasonable way to help the BBC regain possession of the Confidential Information and prevent its further unauthorised use.

### **5 Return of Confidential Information**

- 5.1 Upon receipt of the BBC's request in writing the Recipient shall, and shall procure that any persons to whom it discloses Confidential Information pursuant to this Agreement shall to the extent technically possible, return to the BBC all documents and materials containing Confidential Information, (including any copies, reproductions, summaries and reductions to writing thereof) or, at the BBC's option, certify destruction of the same.
- 5.2 Notwithstanding the completion of the Purpose or the return of documents as contemplated in Clause 5.1 above, the Recipient shall continue to be bound by the undertakings set out in Clause 2.

### **6 Termination of Obligations**

The obligations of the Recipient under Clause 2 of this Agreement shall expire five years from the date of this Agreement.

### **7 Property in Confidential Information and BBC Archive Material**

- 7.1 All Confidential Information, and all BBC archive material provided to the Recipient (which may include access to programmes previously broadcast by the BBC, whether in whole or in part) ("BBC Archive Material"), will only be used by the Recipient strictly for the purpose of preparing their tender submission, and such Confidential Information and BBC archive material is and shall remain the property of the BBC notwithstanding anything added

thereto by the Recipient. By disclosing such information to the Recipient, the BBC does not grant any express or implied rights to the Recipient to the information or under any of the BBC's patents, copyrights, trademarks, or trade secret information. No warranty or representation, express or implied, is given as to the accuracy, compliance, efficiency, completeness, capabilities or safety of any materials or information provided under this Agreement.

7.2 Access to BBC Archive Material will be granted from the date that the Recipient becomes an Eligible Tenderer and confirms to the BBC their intention to tender until the deadline for submission of the ITT Response. Accordingly, the Recipient hereby undertakes (i) to only access the BBC Archive Material during that period; and (ii) to limit such access to only 2 named individuals from the Recipient's organisation.

7.3 The Recipient hereby warrants that they will only stream and/or download BBC Archive Material which is previous series of the Project, and acknowledges that the BBC may audit their use of access to BBC Archive Material under this Clause 7.

## **8 Non Assignment**

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

## **9 Miscellaneous**

9.1 Any notice required to be given pursuant to this Agreement shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post, by fax confirmed by first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt or acknowledgement by return email, to the relevant party at the address specified under its name below, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.

9.2 Any amendment or variation to this Agreement shall only be made by prior written agreement between the BBC and the Recipient.

9.3 The failure of either party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

9.4 Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, this Agreement and any appendices and any documents referred to in this Agreement constitute the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.

9.5 The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that the BBC shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9.6 The unenforceability of any single provision of this Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

- 9.7 This Agreement shall be governed by English law. It is irrevocably agreed for the benefit of the BBC that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement (in this Clause referred to as "Proceedings") may be brought in such courts. Nothing in this Clause shall limit the right of the BBC to take Proceedings against the Recipient in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking by the BBC of Proceedings in any other jurisdiction, whether concurrently or not.
- 9.8 This Agreement may be executed in any number of counterparts, each of which when executed (and delivered or transmitted by electronic means) shall constitute a duplicate original, and all the counterparts shall together constitute the one agreement.

Signed for and on behalf of the

**BRITISH BROADCASTING CORPORATION**

Signature: 

Name: Laura Branfield

Title: Tender Manager

Date: 20<sup>th</sup> September 2017

Signed for and on behalf of

**[THE RECIPIENT]**

Signature:

Name:

Title:

Date:



## Section G – Form of Tender

[on Company/Organisation letterhead]

Laura Branfield  
BBC  
New Broadcasting House  
Portland Place  
LONDON  
W1A 1AA

Dear Laura,

Re: Tender for the Production and Delivery of BBC's *Doctors*

I confirm on behalf of: **[Organisation Name]**

I have read and understood all sections of the ITT, and as a representative of the organisation, I hereby confirm my tender offer to the BBC.

I confirm that at the time of tendering there is no conflict of interest except as referred to in Section E paragraph 11.0 of this ITT affecting any member of the organisation and that I shall disclose to the BBC any actual or potential conflict of interest of this nature arising from the submission of this Tender, or the potential production of *Doctors* for the BBC.

I hereby offer to enter into a Contract with the BBC upon the terms of the Key Contract Terms contained within Section D of the ITT and other terms as detailed in the ITT subject to any contractual issues addressed in the Compliance Matrix below that are subsequently agreed by the BBC.

I hereby agree that any terms or conditions of Contract or any general reservations which may be printed on any correspondence emanating from us in connection with this Tender or with any contract resulting from this Tender, shall not be applicable to the Key Contract Terms.

I warrant that I have the corporate authority to sign this Tender and any resultant Contract.

I agree that any Contract that may result from this Tender shall be subject to English Law.

I understand that the BBC is not bound to accept the lowest or any Tender. I also understand the BBC has the right to accept only part of a Tender unless I have expressly stipulated otherwise.

I understand that offering an inducement of any kind in relation to obtaining this or any other contract with the BBC will disqualify this Tender from being considered.

Unless otherwise agreed in writing with the Tender Manager, I understand that anyone connected with this Tender is not permitted to contact anyone engaged by BBC Studios on the Programme or any on-screen talent connected with the Programme or BBC Studios' suppliers seeking information about the current production of the Programme. I understand that my Tender will be disqualified from being considered should my organisation be found to be in breach of this requirement.

I understand that this Tender will remain open for acceptance by the BBC for a period of one hundred and twenty (120) days from the closing date for return of Tenders specified in the ITT.

I hereby confirm that this Tender fully complies with all the requirements stated within the ITT.

Yes                      No

If 'No' please list below all matters in relation to which the Tender does not comply with the requirements as set out in the ITT and any requested amendments to the Key Contract Terms attached at Section D.

Please note that the BBC is under no obligation to consider any such matters which are not set out in the table below but which are raised at a later date.

Sequentially number each point in the first column for ease of reference. If required add rows to this Compliance Matrix for additional points of non-compliance.

Reference Number	Cross reference to relevant section of ITT or Key Contract Term	Matter not complied with or Requested Amendment	Reason for non-compliance, alternatives offered, effect on the Tender

Signed:

Print Name:

Position:

Email Address:

duly authorised to sign Tenders for and on behalf of: **[Organisation Name]**

Date: