



**INVITATION TO TENDER (“ITT”)
ANNUAL RELIGIOUS SERVICES**

MAY 2026

If you require further assistance with any of the information related to this tender please [email Competitive Tendering](#).

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ITT SUMMARY	3
THE PROGRAMME	3
THE PROCESS	3
ITT SPECIAL TERMS	4
1. EDITORIAL	4
2. TIMETABLE	5
3. EVALUATION TEAM	5
4. ELIGIBILITY	6
5. TENDER SUBMISSION AND AWARD	7
6. INCUMBENT PRODUCER	9
7. TRANSFER OF UNDERTAKING (PROTECTION OF EMPLOYMENT)	9
8. THIRD PARTY INVESTMENT/DISTRIBUTION	9
9. WARRANTIES (READ, SIGNED & RETURNED WHERE APPLICABLE)	10
ITT GENERAL TERMS	11
SECTION A – INTRODUCTION	11
SECTION B – REQUIREMENTS	14
SECTION C – INSTRUCTION TO TENDERERS	16
SECTION D – KEY CONTRACT TERMS	20

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 and maintaining production outside London; environmental sustainability; impartiality and supporting plurality of the BBC's content supply. In terms of environmental sustainability, the BBC is committed to reducing carbon emissions, with a particular focus on energy and travel, the highest impact areas of production. The BBC requests returning series to deliver with a lower carbon footprint than previous series.

The Programme

Every year the BBC provides a variety of Christian programmes, including services of worship and messages from global Christian leaders. These programmes happen at two of the most important moments in the Christian calendar, Christmas and Easter.

The BBC commissioning team are inviting producers to tender for the production of the programmes set out below, for anticipated delivery from March 2027 until December 2028 (the "**Programme**").

The available tariff for the series of programmes and total contract value is in the range of £950,000 to £1,060,000.

The Programme will need to qualify as a regional production qualifying as outside London on all three of the Ofcom Regional criteria [Ofcom definitions \(pdf\)](#) ("**Ofcom Criteria**") including an accepted existing substantive base outside of London at the date of publication of this ITT.

The contract is offered on a work-for-hire basis and all IP remains with the BBC

Invitations will be welcomed from producers who are able to meet the eligibility criteria and who are "qualifying independent production companies" as defined under Ofcom definitions ([see the glossary \(pdf\)](#)).

The process

The process is a formal multi-stage tender process. Interested suppliers ("**Tenderers**") must first submit an eligibility application. These applications will be evaluated against eligibility criteria. The BBC will then select a shortlist of up to 4/5 suppliers which best meet the eligibility criteria and invite them to an online briefing and to submit a response to this ITT. The BBC will then review all ITT responses using stated ITT award criteria and invite all eligible Tenderers who submitted a proposal for an interview. At the end of the process, the tender will be awarded to the Tenderer that scores the highest against the ITT award criteria.

ITT Special Terms

1. Editorial

We are seeking one producer, based outside London, to deliver the BBC's annual Religion events. These consist of:

- Easter Live Worship - 1x60' - BBC1 March 2027
- Urbi et Orbi - the Pope's Easter address 1x20-29' - BBC1 March 2027
- Midnight Mass - 1x75' - BBC1 December 2027
- Christmas Day Live Worship - 1x60' - BBC1 December 2027
- Carols from King's 1x60' - 1x75' - BBC1 December 2027
- The Archbishop of Canterbury's New Year's Day Message - 1x5' - BBC1 January 2028
- Carols from King's 1x60' - 1x75' - BBC1 December 2028

The worship broadcasts (Easter, Midnight Mass, Christmas Day) should come from different churches and cathedrals each year and reflect the strong musical tradition embedded in these services of celebration at key moments in the Christian calendar.

The religious building (s) should be of a similar size to those featured in previous years, in order to welcome a large congregation and create a sense of occasion.

The broadcasts follow the church's Order of Service, including readings, talks, prayers and testimonies, interspersed with worship songs performed by the church's musicians and choir. Diversity should be reflected on screen as well as off, including hearing voices of the region the service comes from.

Producers will work closely with the church's senior team to agree content and music capture.

Producers should be able to discuss innovative approaches to format and budget, working with the church's team to reflect the needs of the service.

Carols from King's is a beloved brand, which audiences expect to be delivered to a high standard each year. Many comment it's the start of their Christmas and have come to cherish the annual celebration. We will be seeking producers with the expertise and experience to continue to deliver to the same standard.

Both the Archbishop of Canterbury's New Year's Day message and the Pope's Urbi et Orbi address are key moments in the religious calendar and producers will continue to work with the relevant offices to bring these messages to BBC audiences.

2. Timetable

TABLE 1 - TENDER TIMETABLE

Stage	Indicative (by*) date**	Step
1. ITT Published	28 th May 26	Publish ITT
2. Tender Eligibility	11 th June 26	Tender eligibility closes 1400hrs <i>(Tender eligibility forms returned)</i>
	2nd July 26	Eligible tenderers notified <i>All Tenderers are notified of the eligibility outcome. Eligible Tenderers invited to register on Brava and to sign and return non-disclosure forms are issued with Secondary Information (further production information)</i>
3. Briefing	13 th July 26	Face to face briefing with the eligible Tenderers <i>(Briefing outlining the requirements of the tender and clarifications before ITT responses)</i>
4. Tender submission and shortlist	18 th August 26	Tender submissions close 1400hrs <i>(ITT responses returned by the eligible Tenderers)</i>
	17 th September 26	<i>Eligible Tenderers issued with additional production information if relevant and areas of focus in advance of interviews</i>
5. Interviews	30 th September 26	Tenderer interviews
6. Award decision and Contract signed and Announcement	October – November 26	Award decision finalised and contract signed. Notification to unsuccessful Tenderers and announcement of successful Tenderer. <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>

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

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

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

The evaluation team for the tender will comprise the following individuals:

Daisy Scalchi, Lead Commissioning Editor Religion

Mark Harrison, Commissioning Executive, Factual Entertainment and Events

Jason Emerton, Head of Business, Unscripted

Michael Finlay, CRBA Manager

The tender manager and BBC's nominated representative is **Michael Finlay**, CRBA Manager (both the "**Tender Manager**" and "**BBC Nominated Representative**").

The Tender Process will be overseen for the BBC by **Sophia Pearson**, **Senior Procurement Manager**.

Eligible tenderers should [email us](#) for queries about registering on the Bravo/Jaggaer portal, all subsequent questions should be submitted via the portal.

4. Eligibility

Interested Tenderers will need to complete and return the [Tender Eligibility Form \("TEF"\) via MS Forms](#). Only tenderers bidding on their own will be considered. We will not be considering co-production/partnership submissions.

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

Pass/Fail Eligibility Criteria – Tenderers will need to pass the following Eligibility Criteria:

- Company Information and History
- Have an existing substantive base outside of London at the date of publication of this ITT
- Insurance
- Policies: Business Continuity, Data Protection, Equal Opportunities, Respect at Work, Bribery Act, Bullying and Harassment (inc. whistleblowing), Health & Safety (vetted by the BBC in the past 3 years), Diversity and Inclusion
- Compliance with BBC Info Security policy
- Real Living Wage
- Other criteria including but not limited to those relating to insolvency, bankruptcy and county court judgments.

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

Evaluated Eligibility Criteria – the evaluated (scored) Eligibility Criteria include the following:

Relevant Production Experience – 80%

Recent (within the past 5 years) and **relevant experience** that your organisation and/or key personnel within your organisation have in producing and delivering the following:

- a. Producing and delivering capture of live events involving external stakeholders for UK audiences
- b. Production and delivery of religious programming that demonstrates knowledge and understanding of subject matter
- c. Experience of dealing with relevant editorial policy considerations and potentially sensitive subject matter

Compliance with Production Policies (Editorial, E&O, H&S) - 15%

Conflict of Interest - 5%

Scoring method

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 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 TEF submission.

TABLE 2 - ELIGIBILITY CRITERIA AND WEIGHTINGS

Eligibility Criteria (evaluated)	Weight	Highest score	Lowest score
Relevant Production Experience	80%	800	80
Compliance with Production Policies (Editorial, E&O, H&S)	15%	150	15
Conflict of interest	5%	50	5
TOTAL SCORE	100%	1000	100

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

5. Tender submission and award

Submission - The eligible Tenderers will be invited to make a detailed submission (“ITT Response”).

Secondary information - Before they deliver the ITT Response, the 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. Access to the Secondary Information will be dependent on the BBC receiving a signed NDA, the template for which will be available on the [BravoSolutions portal](#).

Award criteria - The information provided in written responses and interviews will be reviewed by the BBC against the award criteria (“**Award Criteria**”). The Award Criteria will be a combination of editorial and capability, strategic priorities, value for money and risk, including compliance with BBC standard terms and conditions.

Interviews - Once the Evaluation Team has reviewed the ITT Responses, the eligible Tenderers will be invited to an interview in order to discuss their proposal further and may be asked to complete a draft commissioning specification. They may also be invited to a second interview (if deemed applicable). The interview and discussion will be evaluated against the Award Criteria and factored into the overall ITT score.

Each Award Criterion 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 Secondary Information.

TABLE 3 - AWARD CRITERIA AND INDICATORS

Award Criteria and Indicators
<p>EDITORIAL PROPOSAL & CAPABILITY To include indicative elements such as:</p> <ul style="list-style-type: none"> • Proven ability to deliver live broadcasts for television • Evidence of specialist religious knowledge, either via previous broadcast commissions or the off-screen talent who would be brought into the Programme • Proven ability to secure and maintain long term access with a variety of key stakeholders • Demonstrable awareness of the potential compliance issues of the Programme and of having dealt with compliance issues, when tackling difficult or sensitive subjects, including contingency planning for live broadcasts • Strategies for identifying, securing and growing key production talent • Strategies to maintain and enhance on-screen diversity and portrayal and representation throughout the United Kingdom • Production capability: demonstrating ability to be flexible with budgets and production methods to deliver a series of standalone episodes across a fixed schedule • Having demonstrable access to a network of freelancers with live or as live event experience across the United Kingdom • Strategies for appealing to broader, underserved audiences across the UK • Awareness of other BBC key priorities and strategies and how the Programme will contribute to those, for example value for all, authentic portrayal, sustainability onscreen • The broadcasts will be spread across the year so ability to attract freelancers in a range of locations across the country is key
<p>VALUE FOR MONEY To include indicative elements such as:</p> <ul style="list-style-type: none"> • Programme price affordable within the available budget, 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. • Financial plan, budget and sustainability of the budget beyond the term of the tendered contract. • 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). • Other funding investment including screen agency or other initiatives, that will provide greater value for money for the BBC. • Proposals that deliver production efficiencies with the potential to maximise cost savings evidenced by comparable past production experience. • Price is affordable below the maximum indicative tariff (evidenced by financial plan and budget) and is sustainable beyond the term of the tendered contract
<p>STRATEGIC PRIORITIES To include indicative elements such as:</p> <ul style="list-style-type: none"> • Proposals for people development including training and other initiatives. • Diversity and inclusion in the production of the Programme (off-screen) to meet the BBC's requirements of 25% of their production teams being from underrepresented groups.

Award Criteria and Indicators

- Environmental sustainability (off-screen) and how this will be achieved. All programmes will be expected to achieve albert certification as well as, where practical, have in place plans to reduce emissions, particularly from energy and travel/ transport.
- Awareness of other BBC key supply objectives and strategies and how the Programme will contribute to those, for example across the UK representation, plurality of supply, (on-screen) sustainability, etc.
- Meaningful and sustainable contribution to the English Regions (not London) or Nations production community, including accepted existing substantive base, relevant production spend, relevant production personnel engagement, long-term commitment and lasting sustainability for nations industry.
- Delivering the Programme as a Regional Production allocated to outside London on all three of the Ofcom Criteria as defined in the [Ofcom definitions \(pdf\)](#). (See also [Joint broadcaster guidance \(pdf\)](#) for application of regional production definitions.)

RISK To include indicative elements such as:

- Transition risk – identify and suggest mitigations for any transition risks from one producer to another.
- Production risk – identify and suggest mitigations for any production risks.
- Business continuity risk – outline suggested contingency planning and business continuity process.
- Risk to the BBC Reputation – identify and propose ways of dealing with and managing reputational risk.
- Conflict of interest risk – identification and mitigation of any perceived or real conflict of interest risk.
- Production protocols and procedures to manage compliance with BBC policies including but not limited to duty of care/welfare, complaints, information security, respect at work, diversity and inclusion.
- Evidence of commitment to anti-bullying and harassment training for production e.g. [ScreenSkills passport](#).
- Safeguarding risk - plans of how producer would intend to safeguard working with children, young and vulnerable people and implementing and complying with policies.

Award - The BBC will then proceed to finalise the commissioning specification and contract with the successful Tenderer with the highest scoring ITT Response and interview.

6. Incumbent Producer

The incumbent producer for the Programme BBC Studios has confirmed that they do not intend to compete for the tender.

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 contracted (i.e. freelancers) by BBC Studios on the Programme, any on-screen contributors connected with the Programme, any Programme partners or BBC Studios' suppliers, unless otherwise agreed in writing with the Tender Manager.

7. Transfer of Undertaking (Protection of Employment)

We do not anticipate that TUPE provisions will apply to this tender at this time.

8. Third Party Investment/Distribution

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.

9. 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:

- (i) [BBC Tender Eligibility Form \(TEF\)](#)
- (ii) Non-Disclosure Agreement
- (iii) Form of Tender Document (submitted at later stage as part of an ITT Response)
both available on the [BravoSolutions portal](#)

ITT General Terms

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 visit the [BBC Commissioning website](#).

2. SCOPE

- 2.1 This opportunity is for any Tenderer, based in the UK, who is a qualifying independent producer, (within the meaning of the Broadcasting (Independent Productions) Order 1991, as amended. [Find 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) will only be made eligible if they meet the Eligibility Criteria set out in the ITT Special Terms.
- 2.3 The Evaluation Team will seek opinion and evaluation input from subject matter experts, e.g., production experts, procurement, finance, technology, etc.
- 2.4 The BBC is a signatory to, and will abide by the principles of, the [APC Code \(pdf\)](#) .
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.
- 2.5 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 [BBC Tender Eligibility Form \(TEF\)](#).
- 4.1.2 The BBC will review the TEF responses in order to establish the eligible tenderers who best meet the Eligibility Criteria outlined in the ITT Special Terms ("**Eligible Tenderers**").
- 4.1.3 Prior to determining the final list of Eligible Tenderers, the BBC may seek clarification or further details from Tenderers on their TEF responses.
- 4.1.4 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.
- 4.1.5 The BBC reserves the right to limit the number of Eligible Tenderers. 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 eligible are notified as early as possible, therefore minimising their time and expense on this process.
- 4.1.6 On notification of eligibility, the BBC will invite Eligible Tenderers to register on BravoSolutions and will give an indication of the number of Eligible Tenderers in order for them to be able to assess the level of competition. We anticipate no more than 4/5 Eligible Tenderers will be invited to submit a full ITT proposal.
- 4.1.7 At this point, the BBC will issue relevant Secondary Information (if appropriate) to Eligible Tenderers.
- 4.1.8 Following notification of eligibility, Eligible Tenderers will have an opportunity for an online briefing with the BBC in order to discuss the ITT requirements.
- 4.1.9 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)

- 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 In order to access the Secondary Information, Tenderers will be required to sign the Non-Disclosure Agreement ("**NDA**"), template available in [BravoSolutions](#).
- 4.2.3 The BBC will review all ITT Responses in detail against the published Award Criteria outlined in the ITT Special Terms.
- 4.2.4 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.

4.3 Stage 3: Interviews and TUPE Conversations

- 4.3.1 All eligible Tenderers that submit a full ITT proposal will be invited to an interview with the Evaluation Team.
- 4.3.2 During the interview, 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 Tenderers a list of areas that they should focus on in particular during the interview.

4.4 Stage 4: Award decision

- 4.4.1 The Evaluation Team will then evaluate the Tenderer's responses against the Award Criteria taking account of the written submission and 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 Tenderers;

- further shortlist (using the Award Criteria);
- conduct second interviews; and/or
- implement any specific assurance process that the BBC deems necessary to assess the capability (knowhow, experience, processes etc.) of Tenderers to comply with any of the BBC's requirements, guidelines and policies set out in the ITT Special and General Terms.

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. For TEF evaluation feedback, please [email us](#). Request for ITT Response evaluation feedback should be made via the [Bravo/Jaggaer portal](#).

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

4.7 Distribution arrangements

4.7.1 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 deciding on what information will be disclosed.

5.3 Find further information on the [Freedom of Information Act](#).

Section B – Requirements

1. PRODUCTION

- 1.1 Tenderers' responses should identify proposed key off-screen talent (with evidence of in-principal 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 The Tenderer must deliver to the BBC in accordance with the [Delivery items January 2025](#).
- 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 [Production and delivery website](#).
- 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 Production and delivery website](#).

3. FINANCIAL

- 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.
- 3.2 BBC will provide a template for the budget as part of the Secondary Information.
- 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.
- 3.4 The contract is offered as a fixed price deal, with the Tenderer responsible for any overspend and entitled to keep any underspend. For the avoidance of doubt, any covid production costs (if applicable) must also be included within the fixed price.
- 3.5 The fixed price shall be inclusive of all insurance requirements for the production.
- 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.
- 3.7 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

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

If TUPE provisions are applicable on this tender the following will apply:

- 4.1. The BBC will 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.

- 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 production. This will be included in the Secondary information referred to in Section 5 of the Special Terms.
- 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

- 4.4. In order to meet the needs of transition, existing production commitments, including any databases containing sensitive data, may need to be transferred to the Successful Tenderer. Details, including any data security requirements and protocols, will be included as part of further relevant Programme production 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 0.5% 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). The Successful Tenderer will need to provide evidence of the BBC Scheme cover and Errors and Omissions insurance they have put in place.
- 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, contract works (where applicable), miscellaneous technical equipment (including mobile plant and machinery), and 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 should be submitted using this LINK.
- 1.2 The NDA and the ITT Response should be submitted using the Bravo/Jaggaer portal where instructions for using the portal can be found.
- 1.3 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.
- 1.4 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 25 sides of A4. If anything, further is required, the BBC will inform Eligible Tenderers.
- 1.5 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.
- 1.6 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.
- 1.7 All responses must be in English.
- 1.8 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 contributors connected with the Programme, any Programme partners or BBC Studios’ suppliers, unless otherwise agreed in writing with the Tender Manager.
- 1.9 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.
- 1.10 The BBC reserves the right to exclude any Tenderer that is found to (a) provide information which is untrue; (b) be in breach of any of the terms of the NDA.
- 1.11 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 may include the following:

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 [here](#), 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.

3. QUERIES

- 3.1 All queries in connection to this Tender that Tenderers wish to raise in connection with the eligibility stage prior to submitting their response should be sent via [email to Sophie Pearson](#). Any queries regarding later stages should

be submitted via the [Bravo/Jaggaer portal](#). All queries should be submitted no later than 2 working days before the deadlines for submissions as outlined in timetable in the ITT Special Terms.

- 3.2 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.

4. NOMINATED REPRESENTATIVES

- 4.1. **BBC** - The BBC's Nominated Representative will be indicated in the ITT Special Terms.
- 4.2. All queries in connection with the eligibility stage should be sent via [email to Sophie Pearson](#). Any queries regarding later stages should be submitted via the [Bravo/Jaggaer portal](#).
- 4.3. 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.
- 4.4. **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.
- 4.5. 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.

5. MODIFICATION AND WITHDRAWAL

- 5.1 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 all prospective Tenderers, by email at eligibility stage, and via Bravo for later stages. To allow time for such amendment to be taken into account, the BBC may, at its discretion, extend the deadline for receipt of submissions.
- 5.2 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.
- 5.3 Tenderers may withdraw from the Tender process at any stage by informing the Tender Manager in writing by [email to Sophie Pearson](#) at eligibility stage, or using the Bravo/Jaggaer portal following shortlisting. Withdrawal is final and withdrawing Tenderers will not be eligible to re-join the Tender process.

6. CONTRACT AWARD

- 6.1 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.
- 6.2 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.
- 6.3 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).
- 6.4 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.
- 6.5 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.

7. GENERAL

- 7.1 **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.

- 7.2 **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.
- 7.3 **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.
- 7.4 **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.
- 7.5 **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**”).

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](#) 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](#).
- 1.4 The Producer and the BBC will need to agree the detailed [BBC commissioning specification](#) (Word), 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 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.

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.