



Crown  
Commercial  
Service

## Bid Pack 1

## Framework Needs

## RM6003 – Media Buying



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## **Part A - Welcome**

We invite you to bid in this competition for Media Buying. Our bid pack comes in three parts, starting with this part:

**Framework Needs** – who ‘we’ and ‘you’ are, who can bid, the timelines for this competition, the competition rules, obligations and rights between you and us, plus information about the framework legal terms.

The other two parts are:

**Customer Needs** – everything you need to know about what the customers need, plus information about the framework and call off legal terms. Throughout this document set, we may refer to “Customer” or “Client”. For the avoidance of doubt, when we use “Customer” or “Client” we are referring to the same entity.

**Your Offer** – the only part you need to complete and submit to bid, once you have registered. It explains how we will assess your bid.

There are also 11 attachments to the bid pack. These attachment are:

Attachment 1 - Supplier Guidance

Attachment 2 - Price Model

Attachment 3 - Financial Assessment Template

Attachment 4 - Non-Disclosure Agreement

Attachment 5 - Framework Population Template

Attachment 6 - Framework Agreement Terms and Conditions and Schedules

Attachment 7 - Call Off Contract – Framework Schedule 4

Attachment 8 - Case Study 1

Attachment 9 - Case Study 2

Attachment 10 – Consortium Spreadsheet

Attachment 11 – Key Sub-Contractor Spreadsheet

Make sure you read all the guidance, information and instructions that we provide – they are there to help you to make your best bid.

We hope everything is clear – if it is not, we explain in paragraph 4 of this document when and how you can ask questions.

Please read Attachment 1 - Supplier Guidance for help with using our e-sourcing suite.

## What 'we' and 'you' means

When we use “CCS”, “we”, “us” or “our” we mean Crown Commercial Service (the Authority);

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition also referred to as bidder.

We are the central purchasing body that procures common goods and services for customers including central government departments and the wider public sector.

The Public Contracts Regulations 2015 regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

All price models submitted will be shared with PwC, an independent organisation who will undertake the price evaluation. This will be under a full non-disclosure agreement and for the sole purpose of evaluating bidders' pricing.

## 1. Who can bid

- 1.1 We are running this competition using the 'open procedure'. This means that anyone can submit a bid in response to the published contract notice.
- 1.2 The contract notice can be found on tenders electronic daily (TED) and our website <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>
- 1.3 You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:
  - i) you can work together with other legal entities to form a consortium. If you do, we ask the consortium to choose a lead member who will submit the bid on behalf of the consortium.
  - ii) you can bid with named sub-contractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.
- 1.4 If you are using either or both of these options, you will have to identify what each of the parties is contributing to the bid. You can do this in [Your Offer](#).
- 1.5 We recognise that plans in relation to sub-contracting or a consortium may be subject to change up to contract award. You must tell us about any changes to the proposed sub-contracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

## 2. What a framework is

- 2.1 A framework is an agreement with one or more suppliers to set out terms and conditions for customers making specific purchases (call offs) awarded during the life of the framework.
- 2.2 If you are a successful bidder, the framework agreement will be signed and managed by you and us. Customers can then use the framework to make specific call offs. Each call off agreement will be signed and managed by you and the Customer. There may be multiple call off agreements under one framework agreement.
- 2.3 There are general terms and conditions for our framework agreements. Please refer to Attachment 6 - Framework Agreement Terms and Conditions and Schedules, and Attachment 7 – Call Off Contract - Framework Schedule 4.

- 2.4 We explain the structure of the framework agreement in Part C paragraph 11 of this document 'The framework agreement', and Appendix A highlights how the terms integrate with the pack.

### 3. Timelines for the competition

- 3.1 These are our intended timelines. We will try to achieve these but, for a range of reasons, dates can change as the competition progresses. We will tell you if and when timelines change:

Start date (this is the date we submitted the contract notice to be published)	12/02/2018
Bidder conference	20/02/2018
Clarification questions deadline	15:00 hours on 27/02/2018
Deadline for our responses to clarification questions	17:00 hours on 07/03/2018
Bid submission deadline	15:00 hours on 19/03/2018
Presentations	w.b. 23/04/2018
Re-submission of pricing	30/04/2018
Issue of intention to award notices to successful and unsuccessful bidders	11/05/2018
End of mandatory standstill period	23:59 hours on 21/05/2018
Issue confirmation of award letters	22/05/2018
Framework start date	November 2018

### 4. When and how to ask questions

- 4.1 We hope everything is clear to you after you have read all our bid pack and its attachments.
- 4.2 If you have any questions you need to ask them as soon as possible after the start date; this is because we have set a deadline for submitting questions – the clarification questions deadline. This will give you the chance to check that you understand everything before you submit your bid.
- 4.3 You need to send your questions through Bravo, our e-sourcing suite. This is the only way we can communicate with bidders. Try to ensure your question is specific and clear. Do not include your identity in the question; this is because we publish all the questions, and our responses, to all bidders.
- 4.4 If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
- 4.5 Remember that you can ask us questions about the framework agreement and call off contract but please do not attempt to 'negotiate' the terms. All framework awards will be made under identical terms.

## 5. Bidder conference

- 5.1 A bidder conference will be held on 20/02/2018 at 1 Horse Guards Road, Room G12, between 11:00am - 1:30pm. This will be open for all agencies intending to bid.
- 5.2 Attendance will be limited to SIX attendees per agency. Names of attendees must be submitted in advance to: [Media.Buying@crowncommercial.gov.uk](mailto:Media.Buying@crowncommercial.gov.uk)
- 5.3 Please do not turn up on the day with additional attendees who have not been submitted in advance. Only names submitted to the above named mail box will be permitted. The deadline for submission of names is 15:00 hours on 16/02/2018. Full details of the conference, including an agenda, will be sent to all registered suppliers on 19/02/2018.
- 5.4 The agenda for the bidder conference will include:
- (a) Welcome and overview from CCS;
  - (b) Summary of pricing grids from PwC;
  - (c) Individual face to face clarification sessions with heads of marketing (or equivalent role). These sessions will be 20 minutes in duration and will cover each of the two case studies (at QC1 and QC2 respectively);
  - (d) These sessions are for information only and the Authority representative has no power to make binding agreements. Due to the strict time limits, it is advised you have all questions you wish to be answered ready upon entering the session; and
  - (e) The agenda for each of the two sessions will include:
    - An overview of the department and the campaign objective for each case study by the Authority representative.
    - An opportunity for the agency to ask questions.
    - All questions and answers from these sessions will be captured, anonymised and shared with all agencies intending to bid.
    - Information provided at these sessions can only be relied upon where it is formally added to the clarifications table in the e-sourcing suite.

## 6. TUPE

- 6.1 We do not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to be an issue in respect of this procurement at framework level, as the services are not provided at this level.
- 6.2 The incumbent supplier has indicated that TUPE could apply. We have obtained employee data from the incumbent which can be shared with potential providers upon them signing a non-disclosure agreement. The incumbent supplier has confirmed that it has organised its workforce by reference to the existing Framework Agreement and not the individual contracts it has with customers who have entered into contracts under the Framework. Bidders should take their own legal advice on the information provided and the application of TUPE.
- 6.3 It is your responsibility to take your own advice and consider whether TUPE is likely to apply and to act accordingly. You are encouraged to carry out your own due diligence exercise.
- 6.4 Please read Schedule 11 - Staff Transfer of the framework agreement, which sets out the provisions, which will apply if TUPE is applicable, and the indemnities which will be given. No further indemnities will be provided.
- 6.5 Based on the assumption that TUPE may apply, we have acquired information relating to the employees of the incumbent suppliers ("TUPE Information"). The only incumbent supplier has provided this information.
- 6.6 The TUPE information is available upon request, in accordance with paragraph 6.10. We make no representation that the TUPE information is complete or accurate, nor do we indicate the effort that will be required to deliver the services.
- 6.7 You cannot, at any time, make use for your own purposes or disclose to any person (except as may be required by law) any of the TUPE information provided to you (whether communicated orally, electronically or in writing).
- 6.8 All TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid and any contract arising from this bid.
- 6.9 There are 75 employees committed under the current framework, across 3 locations, as follows: 59 in London; 9 in Stafford; and, 7 in Leeds.
- 6.10 To receive full TUPE information you must complete Attachment 4 – Non-Disclosure Agreement and return via the Bravo messaging service.
- 6.11 When we receive your completed non-disclosure agreement, we will then send the TUPE information to you via Bravo.



## **Part B - Competition rules**

We run our competitions so that they are fair and transparent for all bidders. This section (competition rules) sets out the conditions of participation for this competition. It needs to be read together with the next section Part C (The framework agreement) and with [Customer Needs](#) and [Your Offer](#) and the attachments.

### **7. What you can expect from us**

**7.1** We will not share any information from your bid with third parties, apart from other central government bodies (and their related bodies), which you have identified as being confidential or commercially sensitive. However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable. All pricing grids submitted will be shared with PwC, an independent organisation who will undertake the price evaluation. This will be under a full non-disclosure agreement and for the sole purpose of evaluating bidders' pricing. This will ensure an expert and independent assessment of each bidder's price submission can be made.

### **8. What we expect from you**

**8.1** You must comply with these competition rules, the instructions in this bid pack and any other instructions given by us. You must also ensure members of your consortium, group companies, key sub-contractors or advisers comply.

**8.2** Your bid must remain valid for 180 days after the bid submission deadline.

**8.3** You must submit your bid in English and through Bravo only.

#### **Involvement in multiple bids**

**8.4** If you are connected with another bid for this procurement, we may make further enquiries. In order to ensure that the competition on the framework agreement is not distorted, bidders are not permitted to submit more than one bid regardless of whether that bid is submitted in their own name or as their parent company name or ultimate parent group. If a bidder submits more than one bid the Authority is entitled to disqualify one or all of the bids submitted by the bidder.

**8.5** This is so we can be sure that your involvement does not cause:

- potential or actual conflicts of interest;
- supplier capacity problems; or
- restrictions or distortions in competition.

**8.6** We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

#### **Collusive behaviour**

**8.7** You must not, and you must make sure that your directors, employees, subcontractors, key subcontractors, advisors, companies within your group, or members of your consortia do not:

- fix or adjust any part of your bid by agreement or arrangement with any other person, except where, getting quotes necessary for your bid or to get any necessary security;
- communicate with any person other than the Authority the value, price or rates set out in your bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person, except where such

communication is undertaken with persons who are also participants in your bid submission, namely those listed in Section 2 of Bid Pack 3 – Your Offer where disclosure to such person is made in confidence in order to obtain quotes necessary for your bid or to get any necessary security;

- enter into any agreement or arrangement with any other bidder, so that bidder does not submit a bid;
- share, permit or disclose to another person, access to any information relating to your bid submission (or another bid submission to which you are party); or
- offer or agree to pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to its bid submission

8.8 If you do breach paragraph 8.7, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

8.9 We may require you to put in place any procedures or undertake any such action(s) that we, in our sole discretion, consider necessary to prevent or stop any collusive behaviour.

#### Contracting arrangements

8.10 Only you or, as applicable, your key sub-contractors (as set out in your bid) or consortium members can provide services through the framework agreement.

#### Contracting arrangements for consortia

8.11 We may require a consortium to form a specific legal entity when signing a framework agreement. We may also require a member to sign a framework guarantee on behalf of the legal entity.

8.12 Otherwise, each member will sign the framework agreement.

#### Bidder conduct and conflicts of interest

8.13 You must not attempt to influence the contract award process. For example, you must not directly or indirectly at any time:

8.14 collude with other others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member or provider of finance;

8.15 canvass any minister, officer, public sector employee, member or agent our staff or advisors in relation to this competition;

8.16 attempt to obtain information from any of our staff or advisors about another bidder or bid; and/or

8.17 You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

#### Confidentiality and Freedom of Information

8.18 You must keep the contents of this bid pack confidential, unless it is already in the public domain; you must keep the fact you have received it confidential. This obligation shall not apply insofar as:

- enabling you to submit a bid; or
- compliance with a legal obligation.

#### Publicity

- 8.19 You must not publicise the services or the award of any contract unless we have given express written consent. For example, you are not allowed to make statements to the media regarding any bid or its contents.

## 9. Our rights

9.1 We reserve the right to:

- waive or change the requirements of this bid pack from time to time without notice.
- verify information, seek clarification or require evidence or further information in respect of your bid.
- exclude you if:
  - you submit a non-compliant bid
  - your bid contains false or misleading information
  - you fail to tell us of any change in the contracting arrangements between tender submission and award. Or, if you do tell us, allowing the change in the contracting arrangements would result in a breach of procurement law
  - for any other reason set out elsewhere in this bid pack
  - for any reason set out in the Public Contract Regulations 2015
- withdraw this bid pack at any time, or re-invite bids on the same or alternative basis.
- choose not to award any contract as a result of the competition.
- make any changes to the timetable, structure or content of the competition.

## 10. General

### Bid costs

- 10.1 We will not pay your bid costs for any reason e.g. if we terminate or amend the competition.

### Warnings and disclaimers

- 10.2 We will not be liable:
- where parts of the bid pack are not accurate, adequate or complete; or
  - for any written or verbal communications.

- 10.3 You carry out your own due diligence and rely on your own enquiries.

- 10.4 This bid pack is not a commitment by us to enter into a contract.

### Intellectual Property Rights

- 10.5 The bid pack remains our property. You must use the bid pack only for this competition.

- 10.6 You allow us to copy, amend and reproduce your bid so we can:

- run the competition;
- comply with law and guidance; and
- carry out our business.

- 10.7 Our advisors, sub-contractors and other government bodies can use your bid for the same purposes.

## Part C - The framework agreement

### 11. How the framework agreement is structured

11.1 A framework is an agreement with one or more suppliers to set out terms and conditions for customers who choose to make specific purchases ('call offs') during the life of the framework.

11.2 This competition will establish a single framework agreement.

11.3 The framework will comprise of 1 lot:

Description of framework
<p>The purpose of this framework agreement is to provide central government (and the wider public sector) with a new, open and transparent approach for the media buying agency, to provide the best possible outcomes for communication campaigns whilst providing value for the taxpayer.</p> <p>The successful media buying agency needs to be capable of providing excellent customer service, as well as delivering value for money. They must also be willing and capable of working in partnership with media buying agencies to deliver the media buying aspect of fully integrated campaigns for government.</p> <p>The media buying agency will be part of the initial brief, to enable integration and ensure the agreed process from strategy to implementation is successful. Government is keen to partner with the right media agency who is agile and can meet the requirements of different government clients (currently 89 different clients) and offer the range of media buying services required grouped into the following areas: strategic implementation; support implementation; and, buying implementation.</p>

11.4 The duration of the framework agreement is 48 months.

11.5 The estimated value of call off contracts that may be placed under this framework agreement is set out in the OJEU contract notice.

11.6 The Authority cannot guarantee any business through this framework.

11.7 When customers want to make purchases, they will call off from the framework using the call off terms and conditions set out. If the customer decides to buy from you, you and the customer form a call off agreement for the purchase. Over the life of a framework there are typically many call offs. Each call off is normally between one customer and one supplier but, sometimes, customers pool their demand and award jointly to one supplier.

### 12. If you are awarded a place on the framework

12.1 If you are awarded a place on the framework, the framework terms will be personalised to include aspects of your bid, ready for signing by you and us. The personalised framework agreement must be jointly signed by you and us. You must sign and return within the signed framework agreement within 10 days of being asked. If you do not sign and return, within the set timescales, we will withdraw our offer of a framework agreement.

12.2 The framework agreement will be signed and managed by you and us.

12.3 We will collect the management information and the management charge; see framework agreement clause 6 (Management information and management charges) and Schedule 5: MI Reporting Template.

- 12.4 After the framework start date, customers can buy from the successful media buying agency using the framework. They will do this in line with framework clause 4b (Letter of Appointment and Call-Off Terms)
- 12.5 The customer will manage your day to day performance of any call off contracts.

## Appendix A

The picture shows how the terms integrate with the bid pack:



### The bid pack, attachments and the framework agreement

