 

**INVITATION TO TENDER**

**CAMPAIGN SOLUTIONS FRAMEWORK AGREEMENT**

**REFERENCE NUMBER**

**RM3774**

ATTACHMENT 1

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and additional documents (‘Attachments’) made available to Potential Agencies of this procurement:

Attachment 1 Invitation to Tender

Attachment 2 Selection Questionnaire

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# FOREWORD

Foreword by Alex Aiken, Executive Director, Government Communications

Campaigns are at the heart of government communication. The most effective save, improve and enrich lives and form part of the national conversation. Excellent campaigns have insight into audiences, their characteristics, aspirations and beliefs at their heart. In addition, campaigns must have focused outcomes, a strong narrative and a mastery of all channels to reach target audiences.

To deliver excellent campaigns, agencies and clients need to move from a Agency /customer relationship to a strategic partnership, solving problems collaboratively. The landscape of communications is changing rapidly. To deliver the best outcome clients can no longer expect to predetermine the solution, without using the extensive experience and insight of the industry.

This framework is not lotted; this allows agencies with different specialisms and talents opportunity to solve the same problems, without government having to decide the best route from the outset. That is why every agency on this framework must be capable of delivering end to end campaigns. This does not mean every agency must provide a fully integrated service, but all must have the skills and capacity to manage different services (delivered in-house or by others) to deliver a solution.

Campaigning is also about having a worthwhile cause and in government, we have a wide variety of important causes to work with; our bottom line is lives saved, new jobs created or people empowered.

The next four years will be a time of change for the UK; this will bring new challenges for the communications profession and our agencies. There will however be many challenges that remain at the heart of the government communications profession:

* Helping the public understand the Government’s vision and priorities
* Explaining legal or statutory requirements, such as submitting tax returns
* Encouraging people to lead healthy, safe lives, such as discouraging drink driving
* Informing people about public services, such as how to access NHS care
* Reassuring people in times of crisis
* Enhancing the reputation of Britain by promoting the UK internationally

If you believe your agency can offer world class solutions to help us save, improve and enrich the lives of all people living in the UK we would be delighted to receive your tender.

# INTRODUCTION

2.1 Welcome to this procurement which is being managed by Crown Commercial Service (CCS), a trading fund of the Cabinet Office. For this procurement the ‘Contracting Authority’ is CCS who are based at 9th floor, The Capital, Old Hall Street, Liverpool, L3 9PP.

2.2 Organisations participating in this procurement are referred to as ‘Potential Agencies’. Potential Agencies may be referred to as ‘you’. Successful Potential Agencies will become ‘Agencies’. ‘Tender’ means the Potential Agency’s formal response to the ‘Invitation to Tender’ (ITT). The ITT is made up of this document and its Attachments.

2.3 This procurement will establish a multi-agency Framework Agreement to commission campaign solutions services (the ‘Services’). There will be a single Lot. Please see Section 2 of the draft Framework Agreement (Attachment 4) for more information. Potential Agencies who win a place on the Framework must sign a Framework Agreement within 10 days of being sent it by CCS.

2.4 This ITT contains the information that Potential Agencies need to submit a compliant Tender. Please see section 14 (Glossary) for the definition of terms used in this ITT.

2.5 Please read the information and instructions carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this procurement.

2.6 The Terms of Participation at Attachment 7 will apply throughout this procurement. They set out further rights and obligations which apply to you and CCS. You must confirm at Question 1 in the Selection Questionnaire that you accept the Terms of Participation. If you do not answer ‘Yes’ to this acceptance you will be excluded from this procurement.

2.7 If you are participating in this procurement as a member of a Consortium, or are using Subcontractors for the delivery of services under Call-Off Contracts, please read the guidance in Section 7 of this document.

2.8 CCS is using an e-sourcing system (Emptoris) to manage this procurement. No paper documents will be issued and all communications (including the submission of Tenders) will be through the Emptoris system. So that all communications relating to this procurement are received, you must ensure that the point of contact you nominate in Emptoris is accurate at all times as CCS will not be obliged to contact anyone else.

2.9 The Selection Questionnaire (see Attachment 2) contains the selection questions for this procurement. It must be completed on Emptoris.

2.10 The Award Questionnaire (see Attachment 3) contains the award questions for this procurement. It must be completed on Emptoris.

2.11 You can ask questions or request clarifications regarding this procurement as described in section 8 of this document.

2.12 Please read all the information in this ITT and its Attachments thoroughly so that questions or clarifications are not raised unnecessarily. See Section 8 (Questions and Clarifications) of this document [f](#h.3rdcrjn)or further guidance.

2.13 CCS is managing this procurement in accordance with its general obligations under the Public Contracts Regulations 2015 (the ‘Regulations’), the Open Procedure (Regulation 27) and the requirements relating to Framework Agreements (Regulation 33).

# REQUIREMENTS AND LOT STRUCTURE

3.1 The Framework Agreement consists of a single lot with multiple Agencies appointed to the Framework Agreement to deliver effective campaigns. The Campaign Solutions Framework Agreement has been developed taking lessons learnt from the existing agreements and in response to extensive pre-market engagement, which has been carried out with existing agencies, the wider market, Trade Bodies and Clients. The resulting single lot structure addresses the feedback received from this engagement. The Framework Agreement has been designed to facilitate collaborative working to solve problems, offer flexibility in respect of fully integrated, end to end campaign requirements, whilst enabling the parties tap into niche services, innovation and offering the opportunity to build long term strategic partnerships. The Framework will include a range of Specialist Services.

3.2 A detailed description of the Services that a Framework Agreement Agency will supply is set out in the Framework Agreement (Section 2 (Services Offered)) and in the OJEU Contract Notice.

3.3 The Services covered by this procurement are:

3.3.1 Account Management;

3.3.2 Reporting and Analysis;

3.3.3 Evaluation and Measurement;

3.3.4 Strategy Development;

3.3.5 Creative for Campaigns;

3.3.6 Digital Marketing and Social Media;

3.3.7 Public Relations;

3.3.8 Direct Marketing;

3.3.9 Partnership Marketing.

3.4 The Framework Agreement includes a range of six (6) Specialist Services that have been identified as the key elements for delivering fully integrated, end to end campaigns. The table below shows the minimum number of Agencies that the Contracting Authority is seeking to appoint to each Specialist Service:

|  |  |
| --- | --- |
| **Specialist Service** | **Minimum number of Agencies** |
| Strategy Development | 5 |
| Creative for Campaigns | 10 |
| Digital Marketing and Social Media | 8 |
| Public Relations | 8 |
| Direct Marketing | 5 |
| Partnership Marketing | 8 |

The Contracting Authority is seeking to appoint a minimum of 20 Agencies to the Framework Agreement. In the event that the minimum number of Agencies required for a Specialist Service has been reached but the total number of Agencies appointed to the Framework Agreement is less than 20, the Contracting Authority will appoint one (1) additional Agency to each Specialist Service until the minimum number of Agencies appointed to the Framework exceeds 20.

3.5 The estimated potential value of this Framework Agreement is set out in the OJEU Contract Notice.

# FRAMEWORK AGREEMENT AND CALL-OFF CONTRACT

4.1 The Framework Agreement will enable Clients, including CCS, to place orders with Agencies for their Services via Call-Off Contracts (as defined within Section 3 of the Framework Agreement).

4.2 The draft Framework Agreement and template Call-Off Contract terms and conditions are available in Attachments 4 and 5.

4.3 The Framework Agreement and Call-Off Contract terms and conditions are non-negotiable. However, you may request clarification of the terms throughout the clarification period (see section 8 (Questions and Clarifications[) of this document).](#h.3rdcrjn)

4.4 If you are awarded a place on the Framework, the Framework Agreement will be updated to incorporate details of your Tender.

4.5 CCS will manage the overall performance of the Framework Agreement by Agencies, and CCS will collect Management Information and any Management Charge (both as defined within section 6 (Management Information and Management Charges), of the Framework Agreement) payable by Agencies.

4.6 Being awarded a Framework Agreement does not offer an exclusive right to supply, or guarantee that an Agency will receive any business at all under the Framework Agreement.

4.7 The Call-Off procedure is set out in section 3 (How Services will be Bought (Call-Off process)) of the Framework Agreement.

4.8 All orders placed by Clients will be subject to the terms and conditions of the Call-Off Contract and any special terms set out in the Letter of Appointment.

4.9 The Client will manage the Agency's day-to-day performance under the Call-Off Contract.

# PROCUREMENT TIMETABLE

5.1 The anticipated timetable for this procurement is below.

5.2 This timetable may be changed by CCS at any time. Changes to any of the dates will be in accordance with the Regulations (where applicable). You will be informed through Emptoris if CCS decides that changes to this timetable are necessary.

|  |  |
| --- | --- |
| **DATE** | **ACTIVITY** |
| 09.08.16 | Dispatch of the OJEU Contract Notice |
| 11.08.16 | Emptoris opens for submissions |
| 11.08.16 | Clarification period starts |
| 17:00 hours GMT  22.08.16 | Clarification period closes at 5pm GMT (This is known as the 'Tender Clarifications Deadline') |
| 30.08.16 | Deadline for the publication of responses to Tender clarification questions |
| 15:00 hours GMT 05.09.16 | Deadline for submission of Tenders to CCS at 3:00pm GMT (This is known as the 'Tender Submission Deadline') |
| End-October 2016 | Intention to award notification issued to successful and unsuccessful Potential Agencies. |
| End-October 2016 to mid-November 2016 | 10-day standstill period (in accordance with Regulation 87) |
| Mid-November 2016 | Expected start date for Framework Agreement(s) |

# COMPLETING AND SUBMITTING A TENDER

6.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and its Attachments.

6.2 You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.

6.3 CCS uses Emptoris to provide governance around the procurement process. Your response will be managed through this tool. Please remember that:

6.3.1 It is your responsibility to ensure that you have submitted a fully compliant Tender;

6.3.2 You should ensure that you are using the latest versions of this document and its Attachments;

6.3.3 Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be unable to proceed further in this procurement;

6.3.4 You should allow plenty of time to enter responses onto Emptoris;

6.3.5 All answers must be provided in the English language.

6.4 For technical guidance on how to complete questions and how to upload requested attachments, please see Attachment 9 (Agency Guidance Document).

6.5 In order for your Tender to be compliant, you are required to submit, through Emptoris, the following information and documents:

6.5.1 Selection Questionnaire (in Emptoris);

6.5.2 Award Questionnaire (in Emptoris)

6.5.3 Attachment 6 (Pricing Matrix) uploaded as an attachment in the Pricing confirmation area of Emptoris

**6.6 Additional materials**

6.6.1 You must ensure that:

* no additional attachments are submitted with a Tender unless specifically requested by CCS
* any additional documents requested by CCS are submitted in the format requested.

**6.7 Data Entry**

6.7.1 A fully compliant Tender must adhere to the following instructions:

* All responses must be inserted into the relevant text field (located beneath the relevant question in Emptoris). Only information entered into the relevant text fields will be taken into consideration for the purposes of evaluating a Tender.
* You must answer all questions accurately and as fully as possible, within the word limits / character limits / page limits specified.
* Where options are offered as a response to a question, you must select the relevant option from the drop down list.
* You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.

**6.8 Deadline for the submission of Tenders**

6.8.1 All Tenders must be received by CCS before the Tender Submission Deadline (see the procurement timetable in Section 5).

6.8.2 Tenders received after the Tender Submission Deadline may be rejected by CCS. The decision whether to reject a Tender received after the Tender Submission Deadline is made at CCS’s discretion.

**6.9 Uploading and submitting an Tender**

6.9.1 You are responsible for ensuring that your Tender has been successfully completed and submitted on Emptoris before the Tender Submission Deadline.

6.9.2 All Tenders must be submitted to CCS using Emptoris. Tenders submitted by any other means will not be accepted.

6.9.3 Elements of a Tender may be edited and submitted at any time before the Tender Submission Deadline using Emptoris. Guidance is available in Attachment 9 (Agency Guidance Document).

6.9.4 You may modify your Tender at any time before the Tender Submission Deadline. You must ensure that you have submitted all responses as requested through Emptoris by the Tender Submission Deadline. Tenders cannot be modified after the Tender Submission Deadline.

6.9.5 You may withdraw from this procurement by choosing not to submit a Tender by the Tender Submission Deadline.

6.9.6 Your Tender must remain valid and capable of acceptance by CCS for a period of 120 days following the Tender Submission Deadline.

**6.10 Confidentiality**

6.10.1 Potential Agencies must not collude with, nor disclose the fact of their intention to submit a Tender to other Potential Agencies.

6.10.2 CCS may disclose information provided by a Potential Agency in accordance with Regulation 21(2) of the Regulations.

6.10.3 CCS confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named contact other than to CCS/GCS.

**6.11 Specific Losses**

6.11.1 CCS will not be liable for any Tender costs, expenditure, work or effort incurred by the Potential Agency in proceeding with or participating in this procurement, including if the procurement is amended, cancelled, or withdrawn by CCS.

# CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND CONSORTIA)

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7.1 Your Tender must convey an accurate picture of how CCS’s minimum requirements for legal, economic and technical capacity, as set out in the Selection Questionnaire, will be satisfied.

7.2 CCS is happy to receive and welcomes Tenders from Agencies collaborating as a Consortium. Sub-contracting arrangements will be permitted in respect of Services awarded at Further Competition stage, however, for the purposes of the Selection stage of the procurement process, and in order to ensure an effective and broad range of Potential Agencies with specialist experience on the Framework, Potential Agencies shall rely only on their own in-house resources, experience and capability at the selection stage (see questions 6 and 26 of the Selection Questionnaire) and the award stage (see questions AQB1, AQB2, AQB3, AQB4, AQB5, and AQB6 of the Award Questionnaire). Where one of these approaches is adopted the following guidance set out in this paragraph 7 must be followed.

7.3 Your Tender must be completed in the name of the legal entity that will ultimately enter into a Framework Agreement with CCS.

7.4 With the exception of Subcontractors approved by the Client at Further Competition, no organisation other than the Potential Agency will be able to provide Services through the Framework Agreement. For example, a group company, subsidiary, parent company, Holding Company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Agency whatsoever. For the avoidance of doubt, the use of any of these related companies associated with the Potential Agency can only be where approved at Further Competition.

**7.5 Sub-contracting proposals**

7.5.1 You must complete question 43 in the Selection Questionnaire if you propose to use one or more Subcontractors for delivering Call Off Contracts.

7.5.2 CCS does not require all subcontractors to be disclosed. There is no need to specify the use of Subcontractors providing general services to the Potential Agency that indirectly enable the Potential Agency to perform the Framework Agreement, e.g. window cleaners, lawyers, desktop software providers etc.

**7.6 Consortia proposals**

7.6.1 If a Consortium want to act jointly to provide the Services they may do so:

* with all parties signing the Framework Agreement and assuming joint responsibility for performance (including any Call-Off Contract). Please note that in accordance with Regulation 19 CCS may require the Consortium to form a single legal entity for the purpose of concluding the Framework Agreement
* using a separate entity who might be referred to as a Special Purpose Vehicle (SPV) who will ultimately enter into a Framework Agreement with CCS. Please note that if the SPV does not yet exist, has a limited trading history or relies entirely on the Group for its funding, it is likely that the Consortium members will need to nominate a guarantor for the SPV’s performance of the Framework Agreement.

7.6.2 The Consortium should nominate a lead contact to lead the bidding process. The lead contact is the member of the Consortium who is authorised, in writing, by each of the other members of that Consortium to provide the responses to this procurement. If the SPV exists, then the lead contact should lead and complete the Tender as the SPV in its name. If the SPV does not yet exist or the Consortium plans to collaborate on a joint and several basis, then the Consortium should nominate a lead contact to complete the Tender on behalf of all the Consortium members.

7.6.3 The Potential Agency must inform CCS in its Tender if it relies on the capability or experience of one or more Consortium members to demonstrate the Consortium’s ability to provide the services in accordance with the requirements of the ITT and the Framework Agreement.

7.6.4 A Potential Agency’s Tender must clearly identify in response to any question, when it is relying on another Consortium member. It must provide the name of the particular Consortium member and explain the Consortium member’s role, capability and experience as the context of the question requires.

**7.7 Changes to the contracting arrangements**

7.7.1 CCS recognises that Consortia and Subcontracting arrangements may be subject to change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed Subcontracting or to the Consortium. CCS will assess the new information provided and reserves the right to exclude the Potential Agency prior to any award of Contract.

**7.8 Declaration of Compliance**

7.8.1 CCS requires you, as either the Potential Agency or Lead Contact, to confirm that each Subcontractor and/or member of the Consortium has read, understood and complied with the statements contained with the Declaration of Compliance (Attachment 8). You do this in Emptoris (Question 1 in the Selection Questionnaire). If you do not answer ‘Yes’ to this confirmation you will be excluded from this procurement.

# QUESTIONS AND CLARIFICATIONS

8.1 You may raise questions regarding this procurement at any time before the Tender Clarifications Deadline (see the procurement timetable in section 5 (Procurement timetable). Questions must be submitted using the messaging facility provided within Emptoris.

8.2 All communication between Potential Agencies and CCS must take place through Emptoris. CCS will not respond to questions individually.

8.3 To ensure that all Potential Agencies have equal access to information regarding this procurement, CCS will publish all of its responses to questions asked and/or clarifications raised by you in the ‘Attachments’ section of Emptoris.

8.4 Those who have registered interest will be notified when new clarification questions and answers have been published on Emptoris.

8.5 Responses to questions will not identify the source of the question and will be answered in batches, rather than one at a time, with updates appearing at regular intervals. CCS will try to publish responses to all outstanding questions at the end of the clarification period, within 5 working days after the Tender Clarifications Deadline. If you ask any questions and/or raise clarifications, please do not refer to your identity or those of any Subcontractors or Consortium members in the body of the question.

8.6 If you want to ask a question or seek clarification without CCS revealing the question and the answer on Emptoris, then you must notify CCS and provide your justification for withholding the question and its response. If CCS does not consider that there is sufficient justification for withholding the question and the corresponding response, CCS will inform you and you will have an opportunity to withdraw the question or clarification. If the question and/or clarification is not withdrawn, then the question and response will be issued to all Potential Agencies.

8.7 CCS may contact you during the procurement and post-award with information, clarifications on any part of your Tender, or with instructions, which require your action or a prompt response from you.

8.8 You are responsible for monitoring Emptoris for broadcast messages or for any responses to questions, general clarifications or other information issued by CCS. Answers to clarification questions may contain important information that may affect how you complete your Tender.

# OVERVIEW OF THE EVALUATION PROCESS

**9.1** The evaluation procedure is divided into the following key stages, which the Contracting Authority may decide to run concurrently;

9.1.1 Compliance/Validation Stage – CCS will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in Emptoris in accordance with paragraph 10 below. CCS may exclude non-compliant Tenders from this procurement.

9.1.2 Selection Stage Evaluation – CCS will assess your responses to the Selection Questionnaire (Attachment 2) in accordance with paragraph 11 below. Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this procurement by CCS.

9.1.3 Award Stage Evaluation – Your responses to the Award Questionnaire (Attachment 3) will be assessed in accordance with paragraph 12 below.

**9.2 Consensus Marking Procedure**

9.2.1Questions that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection Stage and the Award Stage.

For clarity:

* In the Selection Questionnaire responses to Question 49 will be subject to the Consensus Marking Procedure described in this paragraph;
* In the Award Questionnaire, Questions AQA4, AQB1, AQB2, AQB3, AQB4, AQB5 and AQB6 will be subject to the Consensus Marking Procedure described in this paragraph.

9.2.2The Consensus Marking Procedure is a two-step process, comprising of independent evaluation and group consensus marking.

9.2.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators’ marks and related justifications will be recorded separately in Emptoris.

9.2.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus manager as follows:

* The consensus manager will review the marks (including where such marks are on a pass/fail basis) allocated by the individual evaluators together with their justifications for awarding the marks.
* The consensus manager will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus manager will facilitate discussion amongst the evaluators regarding the marks awarded and the related justifications.
* During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Agency’s answer to the question.
* The consensus manager will record the consensus mark and the justification for the consensus mark (in addition to each evaluator’s original mark and justification) in Emptoris.
* The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

9.2.5 When the Consensus Marking Procedure has been completed, Emptoris will be secured by the consensus manager to ensure no further modifications are made to the consensus marks and justifications.

# COMPLIANCE / VALIDATION STAGE

10.1 Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders may be rejected by CCS without proceeding to the next stage of evaluation. This shall include instances where CCS asks the Potential Agency further questions, or seeks clarification, in respect of its Tender, but the Potential Agency fails to produce a satisfactory response.

10.2 Potential Agencies who are excluded on grounds of non-compliance will be notified accordingly.

# SELECTION STAGE EVALUATION

11.1 The information submitted in your response to the Selection Questionnaire will enable CCS to consider your suitability to pursue a professional activity, your economic and financial standing, and your technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. CCS reserves the right to exclude non-compliant Tenders from this procurement.

**11.2 Stage 1: Framework Agreement Essentials**

11.2.1 You must be able to answer ‘yes’ to every question from 1 to 7 in section 1 (Framework Agreement Essentials) of the Selection Questionnaire for your Tender to be considered eligible. If you cannot answer ‘yes’ to every question in this section you will not be able to participate in this procurement.

**11.3 Stages 2 and 3: Grounds for Mandatory and Discretionary Exclusion**

### 11.3.1 In certain circumstances CCS is required by law to exclude Potential Agencies from participating in this procurement. If you cannot answer ‘No’ to every statement in section 2 (Grounds for Mandatory Exclusion) of the Selection Questionnaire (Attachment 2) then, subject to paragraph 11.3.3, your Tender shall be excluded from further participation in this procurement (except where disproportionately small amounts of tax or social security obligations are involved).

11.3.2 CCS is entitled (in its sole discretion) to exclude a Potential Agency from further participation in this procurement if any of the statements in response to section 3 (Discretionary Grounds for Exclusion) of the Selection Questionnaire (Attachment 2) apply. If you cannot answer ‘No’ to every statement it is possible, subject to paragraph 11.3.3, that your Tender will be excluded from this Procurement.

11.3.3 ‘Self-Cleaning’ (covering both mandatory and discretionary exclusion):

### If a Potential Agency provides sufficient evidence that remedial action has taken place subsequently that effectively “self-cleans” the situation, CCS could decide that that Potential Agency shall not be excluded from this procurement. As a minimum, you will have to demonstrate that you have:

#### paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;

#### clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

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

#### The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

**11.4 Stage 4: Economic and Financial Standing**

11.4.1 The information you submit in section 6 (Potential Agency Details) and section 7 (Economic and Financial Standing) of the Selection Questionnaire (Attachment 2) will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question 47 that a Framework Guarantee (in the form set out in the Framework Agreement) will be provided, CCS will perform an assessment of the proposed Framework Guarantor’s economic and financial standing in accordance with this paragraph 11.4.

11.4.2 CCS uses a credit reference agency (Experian) as the first step in step in determining financial risk. CCS will request an Experian financial risk score based on the information provided in response to the Selection Questionnaire. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is 51 or more (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then your Tender will proceed to Stage 5 of the Selection Stage evaluation process.

11.4.3 If any of the following circumstances arise:

* the score provided by Experian (where a standard UK score is available) is less than 51;
* the score is less than the equivalent risk level above (where a standard international score is available); or
* no standard Experian score is available for your organisation

then CCS may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Framework Guarantor (as the case may be):

* a statement of your turnover, profit and loss account, current liabilities and assets, and cash flow for the most recent year of trading; or
* a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
* an alternative means of demonstrating financial status if any of the above are not available (for example, this might include a forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts, or an alternative means of demonstrating financial status etc.).

11.4.4 CCS will use the information described in paragraph 11.4.3 in addition to a detailed Experian report (where available) to assess whether your organisations, or your proposed Framework Guarantor’s, financial risk is average or better. This will be performed using CCS’ financial assessment template which can found at Attachment 10 – Financial Assessment Template, which covers a range of financial risk indicators.

11.4.5 If CCS then determines (in accordance with paragraph 11.4.5) that the financial risk is determined as being ‘average or better’, then your Tender will proceed to the Stage 5 of the Selection Stage evaluation process.

11.4.6 If CCS determines (in accordance with paragraph 11.4.5) that the

financial risk is determined as being ‘worse than average’, then CCS may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor CCS will undertake the steps at paragraphs 11.4.2 to 11.4.6 in respect of the proposed Framework Guarantor.

11.4.7 If, after evaluating all the information requested and provided, the level of financial risk is deemed not acceptable, or where the requested information at 11.4.3 has not been provided, then the Tender will be excluded from further involvement in the procurement.

### 11.4 If you are bidding as Lead Contact for a Consortium, the assessment of economic and financial standing will be carried out in respect of each member of the Consortium. If one or more members of the Consortium is determined as having a ‘worse than average’ risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. CCS will undertake the steps at paragraphs 11.4.2 to 11.4.6 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further involvement in this procurement.

**11.5 Stage 5: Working with Government**

11.5.1 You must be able to truthfully answer 'no' to question 20 in section 4 (Working with Government). If you answer 'yes', you must provide full details of any subsequent event or remedial action that you think CCS should take into consideration. CCS will use the information you provide to consider whether or not you will be able to proceed any further with this procurement.

11.5.2 You must be able to truthfully answer 'yes' to question 21 in section 4 (Working with Government). If you answer 'no', you must provide full details of any subsequent event or remedial action that you think CCS should take into consideration. CCS will use the information you provide to consider whether or not you will be able to proceed any further with this procurement.

11.5.3 For questions 22 to 25 inclusive you must be able to truthfully answer 'yes' to every question for your Tender to be considered eligible. If you answer ‘no’ your Tender may not be accepted.

**11.6 Stage 6: Framework Specific questions**

11.6.1 You must respond to question 26. This question is not evaluated. However you must answer this question to indicate which Specialist Services you are Tendering for.

11.6.2 You must answer ‘yes’ to either question 27 or 28. If you cannot answer ‘yes’ to one of these questions then your Tender will be excluded from further participation in this procurement.

11.6.3 If you select ‘no’ to question 29, then your tender will be excluded from further participation of this procurement.

**11.7 Stage 7: Technical and Professional Ability**

11.7.1 Responses to the questions in section 8 of the Selection Questionnaire will be assessed and awarded a ‘pass’ or a ‘fail’ based on the criteria set out in the Attachment 2 (Participation Requirements and Selection Questionnaire).

11.7.2 If a response to a question in section 8 is determined to constitute a ‘fail’, the Tender will not proceed to evaluation at the Award Stage and will be excluded from further consideration for the purposes of this procurement.

11.7.3 Evaluators will assess the responses to the questions in section 8 (Technical and Professional Ability) and award a ‘pass’ or a ‘fail’ based on the criteria set out in the Attachment 2 – Selection Questionnaire (Participation Requirements and Selection Questionnaire Guidance). The evaluation of responses will be completed in accordance with the Consensus Marking Procedure set out in paragraph 9.2 of this document.

11.7.4 If, following completion of the Consensus Marking Procedure, any response to a question in section 8 has been determined to constitute a ‘fail’, the Tender will not proceed to evaluation at the Award Stage and will be excluded from further consideration for the purposes of this Procurement.

**11.8 Selection of Tenders for the Award Stage evaluation**

11.8.1 Following evaluation of Tenders at this Selection Stage, those Potential Agencies whose Tenders:

* pass the compliance/validation checks set out at paragraph 10 above;
* meet all the requirements of Stage 1 (Framework Agreement Essentials) as set out in paragraph 11.2 above;
* meet all the requirements of Stages 2 & 3 (Grounds for Mandatory and Discretionary Exclusion) as set out in paragraph 11.3 above;
* meet the economic and financial standing requirements of Stage 4, as set out in paragraph 11.4 above;
* meet all the requirements of Stage 5 (Working with Government), as set out in paragraph 11.5 above;
* meet all the requirements of Stage 6 (Framework Specific Questions), as set out in paragraph 11.6 above;
* achieve a ‘pass’ to all questions in Stage 7 (Professional and Technical Ability) in the applicable Specialist Services, as set out in paragraph 11.7 above will proceed to the Award Stage evaluation.

11.9 Potential Agencies who do not meet the criteria at the Selection Stage evaluation or are excluded on grounds of non-compliance will be notified accordingly.

**12**. **AWARD STAGE EVALUATION**

## 12.1 Once the Potential Agency’s Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 12.

## 12.2 The Award Stage evaluation will comprise of the following stages:

12.2.1 An evaluation of the Potential Agency’s answers to the Award Questionnaire (“Quality Evaluation”); and

12.2.2 An evaluation of the prices tendered in Attachment 6 – Pricing Matrix (“Price Evaluation”)

## 12.3 The Quality Evaluation is weighted as 80% of the Final Score. The Price Evaluation is weighted as 20% of the Final Score. The maximum possible Final Score capable of being achieved by a Potential Agency will be 100 points (being the combined sum of the maximum possible score achievable for the Quality Evaluation (80) and the Price Evaluation (20).

12.4 Each Specialist Service will be evaluated separately.

**12.5 Quality Evaluation Process**

12.5.1 Questions AQA1, AQA2 and AQA3 within the Award Questionnaire are assessed on a pass/fail basis. In order to receive a ‘pass’ you must be able to answer ‘yes’ to each of these questions. If you are unable to answer ‘yes’ to each of these questions, your Tender shall be excluded from further participation in this procurement.

12.5.2 Question AQA4 within the Award Questionnaire will be evaluated on a pass/fail basis. Responses to question AQA4 will be assessed and awarded a ‘pass’ or a ‘fail’ based on the criteria set out in the Award Questionnaire. The evaluation of responses to question AQA4 will be completed in accordance with the Consensus Marking Procedure as set out in paragraph 9.2 of this document.

12.5.3 If, following completion of the Consensus Marking Procedure, any response to question AQA4 has been determined to constitute a ‘fail’, the Tender will be excluded from further consideration for the purposes of this procurement.

12.5.4 Questions AQB1, AQB2, AQB2, AQB3, AQB4 and AQB5 will be scored. Responses to these questions are required where the Potential Agency has indicated which Specialist Services they wish to Tender for. The Potential Agency will only be scored against the Specialist Services that they have selected in response to Question 26 in the Selection Questionnaire.

12.5.5 Questions AQB1, AQB2, AQB3, AQB4, AQB4, AQB5 and AQB6 will be evaluated in accordance with the criteria published in the Award Questionnaire (Attachment 3).

12.5.6 Each of Questions AQB1, AQB2, AQB3, AQB4, AQB4, AQB5 and AQB6 has 5 criteria which are based on the OASIS model.

12.5.7 Each criterion within each Specialist Service in Questions AQB1, AQB2, AQB3, AQB4, AQB4, AQB5 and AQB6 will be marked separately using the marking scheme below:

|  |  |
| --- | --- |
| Very good answer | 100 marks |
| Good Answer | 75 marks |
| Satisfactory Answer | 50 marks |
| Below Standard Answer | 25 marks |
| Poor Answer | 0 marks |

12.5.8 Each criterion within each question is weighted as detailed in the table below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Objectives** | **Audience insight** | **Strategy** | **Implementation** | **Scoring** |
| AQB1  Strategy Development | 10% | 20% | 30% | 10% | 10% |
| AQB2  Creative for Campaigns | 10% | 10% | 20% | 30% | 10% |
| AQB3  Digital Marketing and Social Media | 10% | 10% | 20% | 30% | 10% |
| AQB4  Public Relations | 10% | 10% | 20% | 30% | 10% |
| AQB5  Direct Marketing | 10% | 20% | 20% | 20% | 10% |
| AQB6 Partnership Marketing | 10% | 10% | 20% | 30% | 10% |

12.5.9 The evaluation of responses to Questions AQB1, AQB2, AQB3, AQB4, AQB5, and AQB6 will be completed in accordance with the Consensus Marking Procedure as set out in paragraph 9.2 of this document.

12.5.10 When the Consensus Marking Procedure has been completed the marks awarded for each criterion to questions AQB1, AQB2, AQB3, AQB4, AQB5, AQB6 of the Award Questionnaire will be converted into a score in line with the weightings published in each Specialist Service question (and the table above in paragraph 12.5.8.

12.5.11 To convert a Potential Agency’s score into their Quality Score the following methodology will be applied.

EXAMPLE

The maximum Quality Score available for each Specialist Service question is 80.

Potential Agency score x 80

Highest Potential Agency score

**e.g.**

Potential Agency A scores 4250

Potential Agency B scores 6000

Therefore the calculation for Potential Agency A is as follows:

4250 x 80

6000 = 56.67 (Potential Agency A Quality Score is 56.67)

Therefore the calculation for Potential Agency B is as follows:

6000 x 80

6000 = 80 (Potential Agency B Quality Score is 80)

12.5.11 Overview of Quality Evaluation (quality criteria and Maximum Score Available:

|  |  |  |  |
| --- | --- | --- | --- |
| Question | Title | Marking Scheme | Maximum Score Available |
| AQA1 | Board level account lead | Pass/Fail | N/A |
| AQA2 | Management Information | Pass/Fail | N/A |
| AQA3 | Relationship Management | Pass/Fail | N/A |
| AQA4 | Delivery of effective and impactful campaigns | Pass/Fail | N/A |
| Scored Questions | | | |
| AQB1 | Specialist Service: Strategy Development | 100/75/50/25/0 | 80 |
| AQB2 | Specialist Service: Creative for Campaigns | 100/75/50/25/0 | 80 |
| AQB3 | Specialist Service: Digital Marketing and Social Media | 100/75/50/25/0 | 80 |
| AQB4 | Specialist Service: Public Relations | 100/75/50/25/0 | 80 |
| AQB5 | Specialist Service: Direct Marketing | 100/75/50/25/0 | 80 |
| AQB6 | Specialist Service: Partnership Marketing | 100/75/50/25/0 | 80 |

**12.6 Price Evaluation Process**

* + 1. The Price Evaluation is weighted at 20%
    2. The instructions in this section 12.6 refer to Attachment 6 (Pricing Matrix).
    3. Following the conclusion of the Quality Evaluation, the Potential Agencies who have not been previously excluded and submitted a correctly completed Attachment 6 (Pricing Matrix) and uploaded it into the Pricing confirmation area in Emptoris and will be evaluated in accordance with the process set out in this paragraph 12.6.

### **General**

* + 1. Potential Agencies must download Attachment 6 (Pricing Matrix) and complete the relevant worksheets for each Specialist Service you have indicated you are Tendering for (in your response to Question 26 in the Selection Questionnaire). The Pricing Matrix consists of 7 tabs. Tab 1 sets out the instructions for the completion of the Pricing Matrix. Tabs 2 to 7 are where Potential Agencies must submit their prices for the Specialist Services they are Tendering for.
    2. You must upload the completed Pricing Matrix (Attachment 6) into the Pricing confirmation area in Emptoris.
    3. For each Specialist Service for which you are submitting a Tender, you must insert prices into cells which are highlighted blue in accordance with the instructions provided within the Pricing Matrix on the Instruction tab.
    4. Prices submitted in the cells highlighted blue will be used for the Pricing evaluation. Failure to insert an applicable price may result in your tender being deemed non-compliant and may be rejected and excluded from further participation in this procurement.
    5. You must not alter, amend or change the format or layout of Attachment 6 (Pricing Matrix). You must not insert or attach any notes or comments into any of the worksheets. Any such additional information will be disregarded by CCS.
    6. If a Potential Agency fails to submit a completed applicable Pricing Matrix worksheet for any Specialist Service for which it is Tendering, its Tender for that Specialist Service may be rejected and disqualified from further participation in this Procurement.
    7. No zero bids will be accepted.
    8. All pricing should be in pound sterling (£GBP) to 2 decimal places.
    9. All pricing shall be exclusive of VAT.
    10. All day rates shall be inclusive of travel, subsistence, lodgings and related expenses.
    11. You must provide a maximum Day Rate and a minimum Day Rate for the following Staff Grades in the Pricing Matrix for each Specialist Service you are tendering for:

|  |  |
| --- | --- |
| Staff Grades | Description |
| Board level role | This role will be responsible for the overall delivery of work contracted through the Framework Agreement and Call-Off Contracts. They will drive client strategy, be responsible for overall agency team effectiveness and be accountable for all agency deliverables. |
| Senior level Role | This role will manage client strategy within the agency and will be the primary client contact for the client. They will manage all agency deliverables and will be the day to day contact for all matters relating to the clients projects and campaigns. |
| Mid level role | This role is responsible for delivering work as directed by the Senior. They will be involved in client contact in relation to the projects and campaigns that they are responsible for and contribute to overall team effectiveness. |
| Junior level role | This role is responsible for delivering work as directed by Senior or Middle. They will contribute to agency team effectiveness and provide specialist support for day to day matters relating to the clients projects and campaigns. |

* + 1. Where the above Staff Grade titles differ from those in an organisation, Potential Agencies are advised to read the definitions of each grade as set out above and submit an appropriate Day Rate. This must be based on a comparable staff grade with comparable roles and responsibilities in the Potential Agency’s organisation.
    2. The Staff Grade Day Rates provided must be based on an 8 hour working day exclusive of breaks.
    3. For each Specialist Service, pricing will be evaluated on the basis of a ‘basket’ price of Day Rates.
    4. Prices submitted by Potential Agencies in Attachment 6 (Pricing Matrix), will be evaluated in accordance with the following process:

For each Specialist Service, we will take the minimum Day Rate and the maximum Day Rate for each of the roles listed under Staff Grade, and calculate the mean by adding the two Day Rates together and dividing that figure by two (2), e.g.

Maximum Day Rate £800.00

Minimum Day Rate £450.00

£800.00 + £450.00 = £1250.00 / 2 = £625.00

When the mean figures have been calculated for each role within a Specialist Service, these four figures will be added together to arrive the ‘basket’ price for that Specialist Service.

* + 1. The Potential Agency with the lowest ‘basket’ price, shall be awarded the maximum Price Score. (The maximum Price Score available is 20.00). The remaining Potential Agencies shall be awarded a percentage of the maximum score available equal to their ‘basket’ price, relative to the lowest ‘basket price’ submitted.
    2. The Price evaluation will be scored as follows:
    3. The maximum Price Score available for this part of the Tender will be awarded to the lowest ‘basket’ price overall price submitted by the Potential Agency. The remaining Potential Agencies will receive marks on a proportionate basis from the cheapest to the most expensive price.
    4. The calculation which will be used to calculate a Potential Agency’s Price Score is as follows:

Lowest ‘basket’ Price Tendered x 20

Potential Agency’s ‘basket’ Price Tendered

For illustrative purposes, please see the worked example below

Potential Agency A’s Tendered ‘basket price is £8000.00

Potential Agency B’s Tendered ‘basket’ price is £7460.00

Potential Agency A

7460.00 x 20 = 18.65 (Potential Agency A Price Score is 18.65)

8000.00

Potential Agency B

8000.00 x 20 = 20.00 (Potential Agency B Price Score is 20.00)

8000.00

* + 1. Rounding will take place in excel, up to 2 decimal places.
    2. **Price Evaluation methodology** 
       1. The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
       2. The Price Evaluation process and resultant ranking of Potential Agencies (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in this procurement process.
       3. If a Staff Grade day rate you have provided is abnormally low, CCS may undertake further analysis of the offer in accordance with the steps below (and in any event in accordance with Regulation 69 of the Regulations) whereby CCS may:
          1. request in writing an explanation of the abnormally low grade day rate, which may include explanations of one or more of the following;

1. the economics of the Services provided;
2. the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
3. the originality of the Services;
4. your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
5. your compliance with the sub-contracting obligations referred to in Regulation 71;
6. the possibility of you obtaining state aid;
   * + - 1. to take account of the evidence provided by the Potential Agency in response; and
         2. to subsequently verify with them the grade day rate being abnormally low.

# FINAL DECISION TO AWARD

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13.1 The Quality Score will be added to the Price Score to determine the Final Score for each Specialist Service for each Potential Agency (“Final Score”).

13.2 For each of the Specialist Services the Potential Agencies Final Scores will be ranked in order of highest Final Score to lowest Final Score. The Potential Agency in each Specialist Service with the highest Final Score will be ranked in first place.

13.3 We will:

13.3.1 Appoint the number of Potential Agencies to each Specialist Service, according to the numbers set out in paragraph 3.4 of this document;

13.2.3 Determine the total number of Potential Agencies who will be awarded a place on the Framework Agreement.

13.4 Where the total number of Potential Agencies being appointed to the Framework Agreement is less than 20, we will increase each Specialist Service by one (1) place until we have no less than 20 Agencies.

* 1. Should a successful Potential Agency decline to accept the Framework Agreement, it will be offered to the next ranked Potential Agency, until it has been accepted.
  2. CCS will inform all Potential Agencies via Emptoris of its intention to award a Framework Agreement.
  3. 13.8 Following a 10-day Standstill Period and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded to the successful Potential Agencies.
  4. 13.9 The term Standstill Period is set out in Regulation 87 (2). In summary, it is the 10 calendar days after CCS (in this instance by electronic means) sends its decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which CCS must not conclude the Framework Agreement with the successful Agency (s). Unsuccessful Potential Agencies can raise any questions with CCS that relate to the decision to award before the Framework Agreement is concluded. CCS cannot advise unsuccessful Potential Agencies on the steps they should take. Potential Agencies should always seek independent legal advice, where appropriate.
  5. 13.10 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due ‘certificates, statements and other means of proof’ where Potential Agencies have to this point relied on self-certification.

# 14 GLOSSARY

|  |  |
| --- | --- |
| **‘Agency’** | An Agency of Campaign Solutions services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice) |
| **“Attachment”** | means a document made available to Potential Agencies in relation to this procurement |
| **‘Client’** | The bodies listed in the OJEU Notice who can make an Order and enter into a Call-Off Contract under this Framework Agreement |
| **'Call-Off Contract'** | The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of services made between a Client and the Agency which includes the Letter of Appointment, Terms and Conditions substantially in the form of the Call-Off Terms. Any Statements of Work and any other documents expressly incorporated into that document in accordance with its terms. |
| **'Charges'** | The charges payable to the Agency by the Buyer under any Call-Off Contract, in consideration of the full and proper performance by the Agency of the Agency’s obligations under the Call-Off Contract calculated in a manner that is consistent with the Charging Structure as set out in Framework Schedule 3 (Charging Structure). |
| **‘Confidential Information’** | CCS's Confidential Information, any Client’s Confidential Information, and/or the Agency Confidential Information. |
| **‘Consensus Marking Procedure’** | Means the evaluation procedure described in paragraph 9.2 |
| **‘Consortium’ ‘Consortia’** | Otherwise known as a Group of Economic Operators or a partnership or consortium not (yet) operating through a separate legal entity |
| **‘Day Rate’** | Means an 8 hour working day exclusive of breaks |
| **‘Emptoris’** | means the online tender management and administration system used by CCS |
| **'Framework Agreement'** | Attachment 4 of this document |
| **'Further Competition'** | The Further Competition procedure as described in section 3.10 of the Framework Agreement |
| **'Group'** | A company plus any subsidiary or Holding Company.  'Holding Company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006 |
| **'Holding Company'** | As described in section 1159 and Schedule 6 of the Companies Act 2006 |
| **'Law'** | Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body |
| **'Management Charge'** | The sum payable by the Agency to CCS on all Charges for the Services invoiced to Clients (net of VAT) in each Month through the Term and thereafter until the expiry or earlier termination of a Call-Off Contract entered into pursuant to the Framework Agreement. The Management Charge will apply in the following way:   1. All Charges for Services invoiced to Clients will be charged at 0.5%. This Charge is in consideration of the management and administration of this Framework Agreement the Agency shall not pass this Charge through to the Client. CCS may increase this 0.5% element of the Management Charge after the first Contract Year. 2. All Charges for Services invoiced to Clients who are central government bodies will be charged at an additional 1.0%. This Charge is payable by the Client to the Agency on behalf of CCS. Agencies should add this Charge to their Charges for all Services invoiced to Clients. |
| **'Management Information'** | The management information (MI) specified in section 6 of this Framework Agreement |
| **'OJEU Contract Notice'** | The advertisement for this procurement issued in the Official Journal of the European Union |
| **'Order Form'** | An order set out in the Call-Off Contract for Services placed by a Client with the Agency |
| **'Regulations'** | The Public Contracts Regulations 2015 (at <http://www.legislation.gov.uk/uksi/2015/102/contents/made>) and the Public Contracts (Scotland) Regulations 2012 (at <http://www.legislation.gov.uk/ssi/2012/88/made>) |
| **'Services'** | Those outline in Section 2 of the Framework Agreement |
| **'Statement of Requirements'** | A Statement of Work issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract |
| **'Subcontractor'** | Each of the Agency ’s Subcontractors or any person engaged by the Agency in connection with the provision of the services as may be permitted by this Framework Agreement |
| **“Tender”** | means the Potential Agency’s formal offer in response to this Invitation to Tender |
|  |  |