



Crown  
Commercial  
Service

# Invitation to Tender

## Attachment 1 – About the Framework

**RM6123 Media Services**

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# Welcome

We invite you to bid in this competition for RM6123 Media Services.

Our Invitation to Tender (ITT) pack comes in divided into two main parts:

**Attachment 1 - About the Framework** (this document) – what the opportunity is, who can bid, the timelines for this competition, how to ask questions. Plus:

- the competition rules and obligations and rights between you and us
- how the contract works – what a Framework is and what's in a Framework Contract.

**Attachment 1a - Lot 1 & Lot 3 Forward from Executive Director of Government Communications** - This Forward is for Information Only and relates only to Lot 1 and Lot 3 of the procurement.

**Attachment 2 - How to bid** – guidance on how to submit your bid, the selection and award stages, how we will assess your bid, what is the process at intention to award and the Framework Contract award stage.

You must use our eSourcing suite to submit your bid

<https://crowncommercialservice.bravosolution.co.uk>

Please read the bidder guidance which can be found on the below link for help using our eSourcing suite and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

You can book for online training for the CCS eSourcing suite at:

<https://www.crowncommercial.gov.uk/esourcing-training>

There are also additional attachments to the ITT pack. These attachments are:

**Attachment 2a Selection questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing Suite (qualification envelope)

**Attachment 2b.1 Lot 1 Certificate of Past Performance** – you must get your customer to populate this attachment for your Lot 1 contract examples – **you need to complete one certificate for each contract example**. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 2b.2 Lot 2 Certificate of Past Performance** – you must get your customer to populate this attachment for your Lot 2 contract examples – **you need to complete one certificate for each contract example**. You must then attach each certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 2b.3 Lot 3 Certificate of Past Performance** – you must get your customer to populate this attachment for your Lot 3 contract example. You must then attach the certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 2b.4 Lot 4 Certificate of Past Performance** – you must complete one certificate and get your Customer Referee to verify the information. You must then attach the certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 2b.5 Lot 5 Certificate of Past Performance** – you must complete two certificates and get your Customer Referees to verify the information. You must then attach the certificate to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 2c Award questionnaire** – you must complete the questions detailed in this questionnaire online in the eSourcing tool (Technical Envelope).

**Attachment 2d Lot 1 QB5 Department for International Trade GREAT Ready to Trade Campaign Brief** – If you are Invited to Present, this is the brief you will need to respond to for Lot 1 award question QB5.

**Attachment 2e Lot 1 QB6 Public Health England - Better Health, Every Mind Matters Brief** – If you are Invited to Present, this is the brief you will need to respond to for Lot 1 award question QB6.

**Attachment 3 Pricing Guidance and Evaluation Process** - guidance on how to complete and submit your price submission(s) for the Lot(s) you are bidding for and how we will assess (evaluate) your price submission.

<b>Attachment 3 Commercial Envelope documents</b>	
<b>Attachment 3a Lot 1 Pricing Documents (Zip Folder)</b> Upload the documents which you need to complete together in a Zipped Folder to question <b>PQ1</b> in the eSourcing Suite (commercial envelope)	
Attachment 3a.1 - Lot 1 Price Matrix	You must complete this document as part of your bid submission
Attachment 3a.2 - Lot 1 Price Matrix Tech and Tools	You must complete this document as part of your bid submission
Attachment 3a.3 - Lot 1 Commercial Grid	You must complete this document as part of your bid submission

Attachment 3a.4 Lot 1 Media Measurement Methodology	<p><b>This is for information only.</b> You do not need to populate this as part of your bid.</p> <p>It is the governance framework which acts as the basis of performance evaluation. It provides a clear means of measuring the performance against the separate offline and online Pricing Matrices for the purposes of Pricing Performance Bonus calculation.</p>
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<p><b>Attachment 3b Lot 2 Pricing Document</b> Upload your completed document to question <b>PQ2</b> in the eSourcing Suite (commercial envelope)</p>	
Attachment 3b - Lot 2 Price Matrix	You must complete this document as part of your bid submission

<p><b>Attachment 3c Lot 3 Pricing Documents (Zip Folder)</b> Upload all your completed documents together in a Zipped Folder to question <b>PQ3</b> in the eSourcing Suite (commercial envelope)</p>	
Attachment 3c.1 - Lot 3 Price Matrix	You must complete this document as part of your bid submission
Attachment 3c.2 - Lot 3 Commercial Grid	You must complete this document as part of your bid submission
Attachment 3c.3 Lot 3 Media Measurement Methodology	<p><b>This is for information only.</b> You do not need to populate this as part of your bid</p> <p>It is the governance framework which acts as the basis of performance evaluation. It provides a clear means of measuring the performance against the separate offline and online Pricing Matrices for the purposes of Pricing Performance Bonus calculation.</p>

<p><b>Attachment 3d Lot 4 Pricing Document</b> Upload your completed document to question <b>PQ4</b> in the eSourcing Suite (commercial envelope)</p>	
Attachment 3d - Lot 4 Price Matrix	You must complete this document as part of your bid submission

<p><b>Attachment 3e Lot 5 Pricing Document</b> Upload your completed document to question <b>PQ5</b> in the eSourcing Suite (commercial envelope)</p>	
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Attachment 3e - Lot 5 Price Matrix	You must complete this document as part of your bid submission
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**Attachment 4 Information and declaration workbook** – if you are relying upon any other organisation, including key subcontractors or consortium members, to meet the selection, you must get **each of the organisations** to populate this attachment. You must then attach a zip file of the populated attachments to the relevant selection questions in the eSourcing Suite (qualification envelope).

**Attachment 5 Financial assessment template** – this is for information only, you do not need to populate this template as part of your bid.

**Attachment 6 Consortia details** – you should complete this spreadsheet if you are bidding as the lead member of a consortium and attach to selection question 1.8.3 in the eSourcing Suite (qualification envelope).

**Attachment 7 Key subcontractor details** – you should complete this spreadsheet if you intend to use Key Subcontracts in your bid and attach to selection question 1.10.3 in the eSourcing Suite (qualification envelope).

**Attachment 8 Frequently Asked Questions** – you do not need to submit this as part of your Bid. This document contains a list of questions and answers relating to our competitions that may be helpful to you.

**Attachment 9 Letter of intent to guarantee** – If at question 1.18.3 you have confirmed that you would like to nominate a guarantor to provide additional assurance to a Client that you will meet their obligations under a Call off contract, you are required to submit the Letter of Intent to Guarantee at question 1.19.3 in addition to a Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee at question 1.19.4.

**Attachment 10 Framework Agreement Terms and Conditions** – this folder forms the RM6123 Framework Contract including its Schedules and Appendices. The documents in the zip folder are:

- **The Framework Agreement.** The Scope and Specifications are located in this document as the following appendixes:
  - **Appendix A** - General Requirements Services Specification (applies to all Lots)
  - **Appendix B1**, which is the Scope and Specification Appendix for Lot 1 Strategic Media Activation (Media Buying)
  - **Appendix B2**, which is the Scope and Specification Appendix for Lot 2 (Public Sector Media Planning and Buying)

- **Appendix B3**, which is the Scope and Specification Appendix for Lot 3 - Out Of Home Media
- **Appendix B4**, which is the Scope and Specification Appendix for Lot 4 - Advertising Revenue Generation
- **Appendix B5**, which is the Scope and Specification Appendix for Lot 5 - Service Evaluation and Performance
- **Call-Off Contract for Lots 1, 2, 3 and 5**
- **Call-Off Contract for Lot 4**
- **Letter of Appointment**
- **Framework Schedule 5: MI Reporting Template** (attached separately to ensure the minimum standard template referred to in the Framework Agreement can be accessed by Potential Agencies).

**Attachment 11 Non-disclosure agreement** – you must complete this and return it via the eSourcing Suite messaging service to receive the TUPE information. Please refer to paragraph 8 of Attachment 1 About the Framework.

Make sure you **read all the attachments, and the contract documents** which can be found within the eSourcing suite. The guidance, information and instructions that we provide are there to help you to make a compliant bid.

If anything isn't clear, see paragraph 6. 'When and how to ask questions'.

Please read the bidder guidance which can be found on the below link for help using our eSourcing suite and instructions on how to submit a compliant bid:

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

## 1. What you need to know

### 1.1 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 the Potential Agency, Potential Bidder, and/or Bidder.

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

## 1.2 Who is the “Potential Bidder” and/or the “Potential Agency”?

Organisations participating in this procurement are referred to as both ‘Potential Bidders’ and ‘Potential Agencies’.

## 1.3 What is the difference between a Bidder and an Agency?

Successful Potential Bidders (Potential Agencies) will become ‘Agencies’.

## 1.4 Who are ‘Clients’?

Clients are Buyers, the organisations named in the published contract notice as those able to place call-off orders for the deliverables via this framework. They will do this in line with the Framework Agreement Clause 3 How services will be bought (Call-Off Process).

## 1.5 Who is MediaSense?

MediaSense is an independent organisation who will undertake the price evaluations for Lot 1 and Lot 3. All Attachment 3 pricing and commercial documents to be evaluated in the Commercial Envelope submitted by Potential Agencies for Lot 1 and Lot 3 will be shared with MediaSense. This will be under a full non-disclosure agreement and for the sole purpose of evaluating Potential Agencies’ pricing.

## 1.6 What is a ‘lot’?

A lot is a sub-division of the deliverables which are the subject of this competition as described in the published contract notice.

## 1.7 What do we mean by ‘deliverables’?

Deliverables are the goods and/or services that will be provided under this Framework agreement as set out in the Framework Agreement Clause 2 Services Offered .

## 1.8 Who are ‘key subcontractors’?

Key subcontractors are any other person other than you who under this Framework Contract will:

- be relied on to deliver any of the deliverables under this Framework Contract in their entirety (or any part of them)
- provide the facilities or services necessary for the provision of the deliverables (or any part of them)
- be responsible for the management, direction or control of the provision of the deliverables (or any part of them)

Please note we do not require all subcontractors to be named in your bid, we only want to know about key subcontractors who directly contribute to your ability to provide the deliverables under the Framework and any Call-Off



contracts. We do not need to know about subcontractors who supply general services to you (such as window cleaners etc.) that only indirectly enable you to provide the deliverables under the Framework.

### **Lot 1 and Lot 2 - Out of Home Media Subcontracting Requirements**

Agencies awarded under Lot 1 or Lot 2 must subcontract any Out of Home Media Buying Service provided to Clients via this framework to the Agency awarded under Lot 3. The following are relevant sections of the Framework Agreement that pertain to this :-

Appendix B1: Lot 1 Scope and Specification, 3.1 The Subcontracting of Out of Home Media Buying

Appendix B2: Lot 2 Scope and Specification, 3.1 The Subcontracting of Out of Home Media Buying

Appendix B3: Lot 3 Scope and Specification, 3.1 The Subcontracting of Out of Home Media Buying

#### **1.9 The Public Contracts Regulations 2015**

The Public Contracts Regulations 2015 (“the Regulations”) regulate how we procure. This means that we and you follow processes that are fair, transparent and equitable for all bidders.

#### **1.10 Government Security Classifications (GSC)**

On 02/04/2014 the Government introduced its Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this was the reduction in the number of security classifications used.

You are encouraged to make yourself aware of the changes and identify any potential impacts in your Bid, as the protective marking and applicable protection of any material passed to, or generated by, you during this competition, or pursuant to any Contract awarded to you as a result of this competition, will be subject to the GSC from 02/04/2014. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

## **2. The opportunity**

- 2.1 Crown Commercial Service (CCS) as the Contracting Authority intends to put in place a Pan Government Collaborative Agreement for the provision of media services for use by Central Government Departments and all other UK Public Sector Bodies, including Local Authorities, Health, Police, Fire and Rescue, Education and Devolved Administrations as identified at VI.3 of the Contract Notice (and any future successors to these organisations). It is

intended that this commercial agreement will be the recommended vehicle for all media services required by UK Central Government Departments.

- 2.2 Crown Commercial Service (CCS) intends for this agreement to replace the RM6003 Media Buying framework.
- 2.3 The RM6123 Media Services framework will be for a duration of four (4) years.
- 2.4 The expected RM6123 framework commencement date is December 2021.
- 2.5 Between December 2021 and May 2022 there will be a transition period for Clients.
- 2.6 For the Potential Agency of Lot 1, the RM6123 framework services will not Launch before 01 April 2022 for Lot 1, or as confirmed in the awarded Framework Agreement.
- 2.7 Potential Agencies for all Lots must note that the current RM6003 Media Buying framework will not expire until 22 May 2022 and services under RM6003 will continue until this expiry date.
- 2.8 The RM6123 Media Services framework will consist of five (5) Lots:
  - Lot 1: Strategic Media Activation (Media Buying)
  - Lot 2: Public Sector Media Planning and Buying
  - Lot 3: Out of Home Media
  - Lot 4: Advertising Revenue Generation
  - Lot 5: Service Evaluation and Performance
- 2.9 Agencies awarded under Lot 1 or Lot 2 must subcontract any Out of Home Media Buying Service provided to Clients via this framework to the Agency awarded under Lot 3. CCS will determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3. CCS will have full visibility of that subcontract and no other agreement shall form the basis of Out of Home Media Buying Services provided to Clients via this framework. Please also refer to paragraph 1.8 above.
- 2.10 Remember that the full specification for each Lot is in the relevant Attachment 10 Framework Agreement Appendices:
  - A: APPENDIX A: General Requirements and Specification
  - B1: APPENDIX B1: LOT 1 Scope and Specification
  - B2: APPENDIX B2: LOT 2 Scope and Specification
  - B3: APPENDIX B3: LOT 3 Scope and Specification
  - B4: APPENDIX B4: LOT 4 Scope and Specification

- B5: APPENDIX B5: LOT 5 Scope and Specification

### 3. What a Framework is

- 3.1 A framework, with one or more Agencies, sets out terms that allow Clients to make specific purchases ('call-offs') during the life of the framework. This competition is for a multi-Agency framework.
- 3.2 If you are a successful Agency, we will use the information you have provided in your bid, including your pricing to personalise your framework contract. Each successful Agency will have their own framework contract, which will be signed by you and us. The framework will be managed by you and us.
- 3.3 Buyers can then use the Framework to make Call-Offs. Each Call-Off contract will be signed and managed by you and the buyer.
- 3.4 The estimated value of Call-Off contracts that may be placed under this Framework is set out in the contract notice published on Find A tender (FTS). There may be multiple Call-Off agreements under one Framework.
- 3.5 We cannot guarantee any business through this Framework.

#### 3.6 How the Framework is structured

The Framework will be established for four (4) years.

This Framework will have five (5) lots, the lots are:

Lot	Lot name and description
Lot 1	Strategic Media Activation (Media Buying)
Lot 2	Public Sector Media Planning and Buying
Lot 3	Out Of Home Media
Lot 4	Revenue Generation
Lot 5	Service Evaluation and Performance

The number of agencies to be awarded a Framework Contract for each lot is:

Lot	Number of places
Lot 1	1

Lot 2	6
Lot 3	1
Lot 4	3
Lot 5	5

3.7 Potential Agencies may bid for all Lots, but should ensure they have the capacity to deliver against all Lots that you submit a bid for.

3.8 Lots 1, 2, 3 and 4:  
Potential Agencies have the opportunity to be awarded a framework contract for all, or any combination of Lots 1, 2, 3 and 4, that they are successful in bidding for.

Potential Agencies successful in being awarded a place on Lots 1, 2, 3 and 4 **cannot** be awarded a Framework Contract for Lot 5.

Lot 5:

Successful Agencies awarded to Lot 5 **cannot** be awarded a place on any of Lots 1, 2, 3 or 4.

This is due to the need for independence in relation to the auditing scope of work of Lot 5.

Therefore, if a Potential Agency submits a bid for one or more lots including Lot 5, they must confirm their Order of Preference in their bid submission in their Selection Questionnaire response.

The Potential Agency's Order of Preference will apply in the event the Potential Agency is successful in its bid for more than one Lot.

*Lot 5 example:*

*If a Potential Agency bids for Lot 2 and Lot 5 the Potential Agency must confirm their award Order of Preference in their bid submission.*

*If a Potential Agency confirms their Order of Preference is Lot 5, followed by Lot 2, and then they rank in first place for Lot 5, but are also successful in their bid for Lot 2, then this means the Potential Agency will be awarded Lot 5, but will not be eligible for a place on Lot 2.*

## 4. Who can bid

- 4.1 We are running this competition using the 'open procedure'. This means that anyone can submit a bid in response to the published contract notice.
- 4.2 The contract notice can be found on Find a Tender (FTS) and our website <https://www.crowncommercial.gov.uk/agreements/RM6123>.
- 4.3 You can submit a bid as a single legal entity. Alternatively, you can take one or both of the following options:
- work 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.
  - bid with named key subcontractors to deliver parts of the requirements. This applies whether you are bidding as a single legal entity or as a consortium.
- 4.4 We recognise that subcontracting and consortium plans can change. You must tell us about any changes to the proposed subcontracting or to the consortium as soon as you know. If you do not, you may be excluded from this competition.

### 4.5 Bids from Consortiums and Holding Group of Companies

#### All Lots

If you are part of a Holding Group of Companies or have formed a consortium to bid for any of the Lots, please note that we will not accept more than one bid per Lot from Potential Agencies (including a Potential Agency bidding as a single organisation) from the same group of Holding companies.

For the avoidance of doubt, a Potential Agency bidding for Lot 1 can bid for Lot 2 or 3 or 4 or 5, but Potential Agencies who are part of the same Holding Group of companies are not allowed to submit more than one (1) bid per Lot.

If a Holding Company Group submits more than one (1) bid for the Lot, the Authority may disqualify all of the bids submitted by the Potential Agency(s) for that Lot.

For the avoidance of doubt, Potential Agencies cannot be named as key subcontractors by Potential Agencies from the same group of Holding companies.

## 5. Timelines for the competition

- 5.1 These are our intended timelines. We will try to achieve these; however, for a range of reasons, dates can change. We will tell you if and when timelines change:

Start date (this is the date we submitted the contract notice to be published)	15 July 2021
Publication date (this is the date the ITT pack will be published)	16 July 2021
Clarification questions deadline	12:00 30 July 2021
Deadline for our responses to clarification questions	17:00 03 August 2021
<b>Bid submission deadline</b>	<b>15:00 16 August 2021</b>
Compliance	From the bid submission deadline through to Award of Framework Contracts
<b>Lot 1 Presentations: Deadline for responses to Invitation to Present.</b>	Potential Agencies successful in being invited to the Quality Presentation questions will confirm their attendance by the deadline specified in the Invitation to Present..
<b>Lot 1 Presentations Period (subject to change)</b>	04 October 2021 to 11 October 2021
Issue of intention to award notices to successful and unsuccessful Potential Agencies –	03 December 2021

## 6. When and how to ask questions

- 6.1 We hope everything is clear after you have this ITT pack (including the attachments).
- 6.2 If you have any questions you need to ask them as soon as possible after the contract notice is published. This is because we have set a deadline for submitting questions - the clarification questions deadline.
- 6.3 You need to send your questions to us through the eSourcing suite. **This is the only way we can communicate with Potential Agencies.** 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 Potential Agencies.

- 6.4 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.
- 6.5 Remember that you can ask us questions about the Framework contract and Call Off contract(s) but please do not attempt to 'negotiate' the terms. All Framework awards will be made under identical terms.

## **7. Management information and management charge**

- 7.1 If you are awarded a Framework Contract you will need to send to us management information every month. We will use this information to calculate the management charges; see:
- Framework Agreement Clause 6 (Management Information and Management Charges),
  - Framework Schedule 3 (Charging Structure), Part B
  - Framework Schedule 5 (MI Reporting Template).

## **8. Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")**

- 8.1 We don't think TUPE will apply to Call-Off contracts; however, we encourage you to take your own advice on whether TUPE is likely to apply and to carry out due diligence accordingly.
- 8.2 For Lots 1, 2, 3 and 5 you can see the provisions we make and the indemnities which will be given if TUPE is to apply under a Call-Off contract in Call-Off Clause 26 (Staff Transfer). No further indemnities will be provided. The Lot 4 Call-Off Contract terms do not contain provision for TUPE (Staff Transfer) due to the nature of the services.
- 8.3 The Authority considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply to Lot 1 Strategic Media Activation (Media Buying) only of the RM6123 Framework contract.
- 8.4 Based on the assumption that TUPE may apply under Lot 1 Strategic Media Activation (Media Buying) only of the Framework Contract, we have acquired information relating to the employees of the incumbent RM6003 Media Buying Agency. The RM6003 incumbent Agency has provided the information.
- 8.5 It is the responsibility of Potential Agencies bidding for Lot 1 Strategic Media Activation (Media Buying) to take their own advice on the information provided and application of TUPE.

- 8.6 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.
- 8.7 The TUPE information is available on request, in accordance with paragraph 8.10 below. We don't represent that the TUPE information is complete or accurate. We can't say what effort will be required to deliver the services.
- 8.8 All the 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.
- 8.9 Whether the TUPE information is provided to you orally, electronically or in writing, you must not at any time
- make use of it for your own purposes
  - disclose it to any person (except as may be required by law)
- 8.10 To receive the TUPE information you must complete the **Attachment 11 Non-Disclosure Agreement** and return it via the eSourcing suite messaging service.
- 8.11 When we receive your completed Non-Disclosure Agreement, we will then send the TUPE information to you via the eSourcing suite.

## 9. Competition rules

- 9.1 We run our competitions so that they are fair and transparent for all Potential Agencies. This section sets out the rules of this competition. It needs to be read together with the ITT pack.
- 9.2 What you can expect from us
- We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, apart from other central government bodies (and their related bodies). 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.
- 9.3 Lot 1 and Lot 3
- Potential Agency's submitted Commercial Envelope Attachment 3 documents for Lot 1 and Lot 3 including the completed pricing matrixes and the commercial grids will be shared with MediaSense. This will be under a full non-disclosure agreement and for the sole purpose of evaluating Potential Agencies' pricing. This will ensure an expert and independent assessment of each bidder's Commercial Envelope submission can be made.
- 9.4 What we expect from you



You must comply with these competition rules and the instructions in this ITT pack and any other instructions given by us. You must also ensure members of your consortium, key subcontractors or advisers comply.

Your bid must remain valid for twelve (12) months after the bid submission deadline.

You must submit your bid in English and through the eSourcing suite only.

## 9.5 Involvement in multiple bids

If you are connected with another bid for the same requirement or the same lot, we may make further enquiries. For example, where you submit a bid:

- in your own name and as a key subcontractor and/or a member of a consortium connected with a separate bid
- in your own name which is similar to a separate bid from another bidder within your group of companies.
- This is so we can be sure that your involvement does not cause:
- potential or actual conflicts of interest
- supplier capacity problems
- restrictions or distortions in competition
- 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.

## 9.6 Collusive behaviour

**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 us 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 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)
- 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

If you do breach paragraph 9.4, we may (without prejudice to any other criminal or civil remedies available to it) disqualify you from further participation in this competition.

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

### 9.7 Contracting arrangements

Only you or, as applicable, your key subcontractors (as set out in your bid) or consortium members can provide the deliverables through the Framework Contract.

### 9.8 Contracting arrangements for consortium

We may require a consortium to form a specific legal entity when signing a Framework Contract.

Otherwise, each member will sign the Framework Contract.

### 9.9 Bidder conduct and conflicts of interest

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

- collude with 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.
- canvass any Minister, officer, public sector employee, member or agent, our staff or advisors in relation to this competition.
- try to obtain information from any of our staff or advisors about another bidder or bid.

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.

### 9.10 Confidentiality and freedom of information

You must keep the contents of this ITT pack confidential unless it is already in the public domain, you must keep the fact you have received it confidential. This obligation does not apply to anything you have to do to:

- submit a bid
- comply with a legal obligation.

### 9.11 Publicity

You must not make statements to the media regarding any bid or its contents. You are not allowed to publicise the outcome of the competition unless we have given you written consent.

### 9.12 Our rights

We reserve the right to:

- waive or change the requirements of this ITT pack from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of your bid. You **MUST** ensure you are regularly checking your messages to ensure you are able to respond to our clarifications
- withdraw this ITT pack at any time, or re-invite bids on the same or alternative basis
- choose not to award any Framework Contract(s) [or lot(s)] as a result of the competition
- [choose to award different lots at different times]
- make any changes to the timetable, structure or content of the competition
- carry out the evaluation stages (selection and award stages) of this procurement concurrently
- exclude you if:
  - you submit a non-compliant bid
  - your bid contains false or misleading information
  - you fail to respond to any clarifications from us
  - you fail to tell us of any change in the contracting arrangements between bid submission and contract award
  - the change in the contracting arrangements would result in a breach of procurement law
  - for any other reason set out elsewhere in this ITT pack
  - for any reason set out in the Regulations

### 9.13 Consequences of misrepresentation

If a serious misrepresentation by you induces us to enter into a Framework Contract with you, you may be:

- excluded from bidding for contracts for three years under regulation 57(8)(h)(i) of the Regulations
- sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967
- If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then your organisation must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

### 9.14 Bid costs

We will not pay your bid costs for any reason, for example if we terminate or amend the competition.

### 9.15 Warnings and disclaimers

We will not be liable:

- where parts of the ITT pack are not accurate, adequate or complete
- for any written or verbal communications

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

This ITT pack is not a commitment by us to enter into a contract.

### 9.16 Intellectual Property Rights

The ITT pack remains our property. You must use the ITT pack only for this competition.

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

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

Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

### 9.17 Government Security Classifications (GSC)

You allow us to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the Government Security Classifications (GSC) classifications scheme.

## **10. How the Framework is structured**

### **10.1 The Framework Agreement**

This comprises the legal terms for the Framework Contract and for each Call-Off contract and contains the:

- Framework Clauses
- Framework Schedules and their Annexes
- Framework Appendices
- Call-Off Terms

The Framework Agreement sets out:

- How Orders will be awarded
- The main terms and conditions for any Call-Off Contract which Clients may agree under this Framework Agreement, and
- The obligations of the Parties (CCS and the Agency) during and after the Term of the Framework Agreement

If you are awarded a place on the Framework, the Framework Agreement will be prepared by us. We will use information you have submitted in your bid.

You must sign and return the Framework Agreement within ten (10) days of being asked. If you do not sign and return, we will withdraw our offer of a Framework agreement.

#### **10.1.1 The Call-Off Contract**

This is defined as the relevant legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services related to the Applicable Lot(s) 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 Briefs and any other documents expressly incorporated into that document in accordance with its terms.

When a Client wants to order Services, they will Call-Off from the Framework by providing the relevant information laid out in Part 1 of Framework Schedule 4B (Letter of Appointment and Call-Off Terms).

You can read about how Clients will do their Call-Offs in Framework Clause 3 (How Services will be bought (Call-Off Process)).

The Framework Schedule 4B (Letter of Appointment and Call-Off Terms) includes the:

- Letter of Appointment; - to be used by Clients to order Services
- Annex B1 - Call-Off Terms (Lots 1, 2, 3 and 5)
- Annex B2 - Call-Off Terms (Lot 4 only)
  - For the avoidance of doubt, the Call-Off Contract provided at Framework Schedule 4B, Annex B1 shall be used as regards to Lots 1, 2, 3 and 5.
  - The Call-Off Terms provided at Framework Schedule 4B, Annex B2 (Lot 4 Call-Off Terms) shall be used as regards to Lot 4.

Over the life of a Framework there are typically many Call-Offs. Each Call-Off is normally between one Client and one Agency but sometimes Clients pool their demand and award jointly to one Agency.

## 11. Additional information

- 11.1 In this section 11, “Procurement Regulations” means each of:
- a) the Public Contracts Regulations 2015 (SI 2015/102);
  - b) the Concession Contracts Regulations 2016 (SI 2016/273);
  - c) the Utilities Contracts Regulations 2016 (SI 2016/274);
  - d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
  - e) the Remedies Directive (2007/66/EC);
  - f) Directive 2014/23/EU of the European Parliament and Council;
  - g) Directive 2014/24/EU of the European Parliament and Council;
  - h) Directive 2014/25/EU of the European Parliament and Council; and
  - i) Directive 2009/81/EC of the European Parliament and Council.
- 11.2 Some purchases under this Framework may have requirements that can be met under this Framework but the purchase of which may be exempt from the Procurement Regulations. In such cases, Call-Offs from this Framework will be unregulated purchases for the purposes of the Procurement Regulations, and the buyers may, at their discretion, modify the terms of the Framework and any Call-Off contracts to reflect that buyer’s specific needs.

## 12. The Armed Forces Covenant

- 12.1 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the

armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

12.2 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

We encourage all bidders, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein. We encourage you to make your Armed Forces Covenant pledge.

12.3 The Corporate Covenant gives guidance on the various ways you can demonstrate your support.

12.4 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

12.5 Paragraphs 12.1 – 12.4 above are not a condition of working with CCS now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, CCS very much hopes you will want to provide your support.