



Ministry
of Defence

Hannah L E Streatfield
Navy Commercial
4 Deck
Navy Command Headquarters
Leach Building
Whale Island
Portsmouth
PO2 8BY

Telephone: 03001682891
Email: Hannah.streatfield100@mod.gov.uk

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Dear Sir / Madam

Invitation to Tender Reference 704126450

1. You are invited to tender for the 'The Royal Navy (RN) and Royal Air Force (RAF) Recruitment Campaigns Creative Agency' in a further competition under Crown Commercial Services (CCS) framework RM6125 Campaign Solutions 2 - Lot 1: End to End Campaign Solutions.
2. The requirement is set out in the Statement of Requirements.
3. The total budget is £8,360,000.00. This is for an initial contract period of three years. The Authority will require the ability for an additional option year with a budget of £2,700,000.00. This gives a total budget of £11,060,000.00.
4. You may raise questions about the tender and the requirement via the CCS eSourcing Suite. [Crown Commercial Service C&SM \(bravosolution.co.uk\)](https://bravosolution.co.uk) The deadline for asking questions is 17:00 on 30 June 2022. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.
5. Your tender must be submitted electronically via the CCS eSourcing Suite no later than 17:00 on 19 July 2022. You should allow sufficient time for submission as late tenders will not be accepted. A completed Tenderers Response Form should be included with the tender to answer all evaluation questions, include all completed documents, and provide all requested prices.
6. The anticipated date for the contract award decision is 29 August 2022. Please note that this is an indicative date and may change.

Yours faithfully

Hannah L E Streatfield
Senior Commercial Manager

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1. Glossary

Agent	means Crown Commercial Service
Authority or Contracting Authority	means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown – also known as Ministry of Defence
Contract	means the contractually binding terms and conditions set out in this ITT to be entered into between the Authority and the successful Tenderer at the conclusion of this Procurement;
EIR	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
eSourcing Suite	means the online tender management and administration system used by the Authority;
Evaluation Score	means the score achieved by a Tender at the conclusion of the Evaluation process;
FoIA	means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made
Services	means the services that may be provided by Suppliers, as set out in the Statement of Requirements;
Supplier	means a Tenderer with whom the Authority has concluded a Contract;
Technical Evaluation	means the qualitative evaluation of a Tender undertaken during the Evaluation process;
Technical Score	means the score awarded to a Tenderer at the conclusion of the Technical Evaluation process;
Tender	means the Tenderer's formal offer in response to the Invitation to Tender;
Tender Submission Deadline	means the time and date set for the latest uploading of Tenders.
Tenderer	means a framework supplier submitting a proposal to this Procurement;
You or Your	means mean the tenderers organisation, or the organisation the tenderers represent
We, Us or Ours	means the Authority or Ministry of Defence

2. Introduction

2.1 This Procurement will establish a contract for the purchase of Services described in the Statement of Requirements.

2.2 The contract will be for 3 years plus one optional year.

2.3 The maximum contract value is £8,360,000.00 for the initial period with an additional funding of £2,700,000.00 for the option year.

2.4 This Contract will be between the successful Supplier and the Authority. This is a call off contract and as such the Authority cannot guarantee volumes of work. The Contract is being offered under the Crown Commercial Service Campaign Solutions 2 - Lot 2: Media Strategy and Planning Framework Agreement (reference RM6125) Terms and Conditions which will govern any resultant Contract.

2.5 Only those suppliers on the stated framework and lot can submit a tender in response to this requirement.

2.6 The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

3. Terms of Participation

3.1 You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.

3.2 You may Submit one bid.

3.3 Your bid must remain valid for 90 days after the bid submission deadline.

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

3.5 You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.

3.6 We may make enquiries. For example, where you either submit a bid:

- In your own name and or as a subcontractor and or as 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 doesn't cause:

- Potential or actual conflicts of interest.
- Supplier capacity problems.
- Restrictions or distortions in competition.

3.7 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.

3.8 Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.

3.9 You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:

- Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
- Canvass our staff or advisors about this competition.
- Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.

3.10 You must ensure that no conflicts of interest exist between you and us / Contracting Authority. 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.

3.11 You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to submit a bid or comply with a legal obligation.

3.12 You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.

3.13 We reserve the right to:

- Waive or change the requirements of this Bid Pack without notice.
- Verify information, seek clarification or require evidence or further information about your bid
- Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
- Choose not to award any contract or Lot 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.

3.14 We reserve the right to exclude you if:

- You submit a non-compliant bid.
- Your bid contains false or misleading information.
- You fail to tell us of any change in the contracting arrangements between bid submission and award.
- The change in the contracting arrangements would result in a breach of procurement law.
- For any other reason provided in this Bid Pack.
- For any reason set out in the Public Contracts Regulations 2015.

3.15 If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015 or sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.

3.16 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).

3.17 If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).

3.18 We will not pay your bid costs for any reason.

3.19 The Contracting Authority will not be liable:

- Where parts of the Bid Pack are not accurate, adequate or complete.
- For any written or verbal communications.

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

3.21 This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.

3.22 The Bid Pack remains our property. You must use the Bid Pack only for this competition.

3.23 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.

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

3.25 We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share

this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

4. Further Competition Timetable

4.1 The timetable below are intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

Stage	Date and Time	Responsibility	Submit to:
Publication of the ITT on the CCS Portal	23 June 2022	Authority	
Final date for Clarification Questions	30 June 2022	Tenderers	CCS eSourcing Suite
Authority issues Final Clarification Answers	04 July 2022	Authority	All Tenderers
Tender Return	19 July 2022	Tenderers	CCS eSourcing Suite
Tender Evaluation Commences	20 July 2022	Authority	
Tender Evaluation Completed	29 July 2022	Authority	
Invitations to Stage 2 presentation issued	29 July 2022	Authority	
Submission of presentation on portal	21 August 2022	Tenderers	CCS eSourcing Suite
Tenderer presentation	22 August 2022 – 23 August 2022	Tenderers	Location TBD
Award Decision	29 August 2022	Authority	
Standstill ends	08 September 2022	Authority	
Service Commencement	09 September 2022		

5. Completing and Submitting a Tender

5.1 To participate in this competitive tendering exercise, Tenderers are required to submit a Tender which fully complies with the instructions in this Bid Pack.

5.2 Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.

5.3 You must enter your bid into the e-Sourcing Suite. Only bids received through the e-Sourcing Suite will be accepted.

5.4 Make sure you answer every question. Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials e.g. reports located on your website.

5.5 Tenderers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.

5.6 It is the Tenderer's responsibility to ensure that a fully compliant Tender is submitted.

5.7 Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.

5.8 For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see CCS Supplier Guidance

<https://crowncommercialservice.bravosolution.co.uk/web/login.html>

5.9 Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

5.10 Submit your bid before the Bid Submission Deadline.

5.11 Press the Submit Response button when your bid is ready, otherwise we will not be able to see it.

6. Questions and Clarifications

6.1 If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions. This gives you the chance to check that you understand everything before you submit your bid.

6.2 You need to send your questions through the eSourcing Suite. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.

6.3 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.

6.4 You can ask us questions about the competition but please do not attempt to 'negotiate' the terms. All contract awards will be subject to the terms and conditions identified in this Tender.

6.5 The Authority reserves the right to contact Tenderers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.

7. Tender Evaluation Summary

7.1 The Contract will be awarded on the basis of the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.

7.2 The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

7.2.1 Compliance/validation – The Authority will check the Tender to ensure it is compliant with the ITT and that the responses are valid. This includes satisfying all the participation requirements listed in the online 'Key Participation Requirements' questionnaire. Non-compliant Tenders may be excluded from this Procurement by the Authority.

7.2.2 Quality Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with Annex D, Tender Evaluation Criteria and Guidance, applying the Consensus Marking Procedure described within that document.

7.2.3 Price Evaluation – The Agent will make a commercial assessment of prices offered and award scores according to Annex D, Tender Evaluation Criteria

7.2.4 The Authority will require presentations by the Potential Provider as part of the evaluation process (stage two (2)). Such a requirement shall imply no obligation on the part of the Authority and the Potential Provider shall be responsible for any of its own expenses incurred.

7.3 Final Score

7.3.1 The Quality Score achieved at stage one (1) will be added to the Price Score to determine a ranking for each Potential Provider ("**Stage One Score**").

7.3.2 The Potential Providers, who achieve the minimum acceptable quality score and are within 55% of the first ranked Potential Provider at stage one (1) will be invited to participate in Stage two (2).

7.3.3 The Quality/Price Score at stage one (1) will be combined with the Quality score at stage two (2) to determine the final score for each Potential Provider ("**Final Score**").

7.3.4 A summary of the total scores available for each questionnaire set out in Appendix D Response Guidance, is as follows;

Questionnaire Number	Questionnaire Title	Total Score Available	Questionnaire Weighting (%)
Stage One			
[1]	Key Participation Requirements	Pass/Fail	N/A
[2]	Conflicts of Interest	Pass/Fail	N/A
[3]	Information Only	N/A	N/A
[4]	Team and Experience	100	30%
[5]	Account Management	100	10%
[6]	Social Value	Pass/Fail	10%
[7]	Price Stage 1 (Rates)	100	10%
		TOTAL	60%
Stage Two			
[8]	Presentation	100	35%
[9]	Price Stage 2 (Scenario)	100	5%
		TOTAL	40%

- 7.4 Any Tender which is considered non-compliant for any Commercial, Financial or Technical element or criteria will be excluded from the competition and not receive an Evaluation Score. If a tender is considered non-compliant in either the Commercial or Financial evaluations that tender may be excluded from the Technical evaluations and not receive any Technical scores or feedback.
- 7.5 Scores will be rounded to two decimal places.
- 7.6 In the event that multiple Tenderers achieve the exact same highest Evaluation Score, then the Tenderer with the lowest Total Price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same highest Evaluation Score and have the exact same lowest Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.
- 7.7 Tenders will be evaluated based on the contents of their Tender response only. Tenderers should submit only one priced proposal. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Technical evaluators will have no knowledge of associated prices. Tenderers should ensure that there are no prices shown within any responses to, or supporting documents for, for technical criteria.

8. Commercial Evaluation Criteria

- 8.1 The Commercial Qualification Evaluation will assess if all tendering and contractual requirements have been provided.
- 8.2 A Tender will be considered non-compliant if:
- the Tender was not received by the due date and time.
 - the full set of requirements cannot be delivered.
 - any required delivery dates cannot be met.
 - all Framework Terms & Conditions have not been accepted.
 - any other required documentation was not submitted.

9. Financial Evaluation Criteria

- 9.1 Tenderers are required to complete the Pricing Table.
- 9.2 The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements.
- 9.3 The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item listed in the Pricing Table, for the full maximum duration of the requirement, including any optional services and periods.
- 9.4 Tenderers are notified that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered. For example, payment for purchase of an item will be made after it has been delivered and installed or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.

Where estimated Authority usage figures are shown on the Schedule of Requirements, the Total Price figure shall not be a guarantee of quantities required or payments to be made under any resulting Contract.

9.5 A Tender will be considered non-compliant if:

- the Tender has not provided prices for all items in the Pricing Table.

9.6 The Tenderer with the lowest total price (provided the tender is fully compliant) shall be awarded the maximum Financial Score available. The remaining Tenderers shall be awarded a percentage of the maximum Financial Score available, based on their price relative to the lowest price submitted.

9.7 The calculation used is the following:

$$\frac{\text{Lowest Price from a compliant Tender}}{\text{Tenderers price}} \times \text{maximum Financial Score available}$$

Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.

Tenderer	Price Submitted	Score Calculation	Maximum Score Available	Financial Score Awarded
Tenderer A	£1,000	$(£1,000 / £1,000) \times 50$	50	50
Tenderer B	£1,100	$(£1,000 / £1,100) \times 50$	50	45
Tenderer C	£2,000	$(£1,000 / £2,000) \times 50$	50	25

10. Technical Evaluation Criteria

10.1 The Technical Evaluation will assess the Tender response to establish the level of confidence The Authority has that the Tenderer will be able meet and deliver all the requirements detailed in the Statement of Requirements.

10.2 Full Technical Evaluation Criteria can be found in Annex D – Evaluation Criteria Guidance

10.3 The points achieved will be multiplied by the corresponding weighting to provide an overall criteria mark.

10.4 When the mark for each question has been determined they will be added together to provide a total mark for the Technical Evaluation.

10.5 The evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements. If an individual criteria is evaluated by more than the one SME, The Authority will review the points allocated by the individual evaluators before facilitating a group consensus meeting. During the meeting, evaluators will discuss their independent points until they reach a consensus regarding the points that should be attributed to each Tenderers answer to the questions.

10.6 Once all technical responses have been evaluated the individual marks attributed to each response, excluding any pass/fail criteria, will be added together to provide a total Technical Mark.

10.7 A Tender will be considered non-compliant if:

- the Tender receives a fail on any pass/fail criteria; or
- the Tender receives points which are below the threshold set for any individual criteria; or
- the Tender receives a Total Technical Score below 50.

10.8 Tenderers 'Technical Score' shall be calculated as a percentage of the maximum Technical Score available, based of the total Technical Marks received.

The calculation used is the following:

$$\frac{\text{Tenderers Total Marks}}{\text{Total Marks Available}} \times \text{maximum Technical Score available}$$

Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.

Tenderer	Total Marks	Score Calculation	Maximum Score Available	Technical Score Awarded
Tenderer A	70	$(70 / 100) \times 50$	50	35
Tenderer B	90	$(90 / 100) \times 50$	50	45
Tenderer C	80	$(80 / 100) \times 50$	50	40

11. Award Decision

11.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer which offers the most economically advantageous Tender may be awarded a Contract.

11.2 The Tender which receives the highest Evaluation Score, which is calculated as the highest combined Technical Evaluation Score and Financial Evaluation Score (provided the tender is considered fully compliant in all evaluation areas) shall be considered the most economically advantageous Tender.

11.3 If the Winning Tenderer does not enter into the Contract following contract award, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

12. Contract Documents

12.1 Any contract resulting from this tender will be formed from the CCS Framework Order Form, Terms & Conditions and associated Schedules, including the Statement of Requirements and Pricing Table, incorporating prices submitted by the Winning Tenderer.

12.2 If the Winning Tenderer does not enter into the Contract following contract award, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

13. IR35

13.1 IR35 off payroll working rules are not expected to apply to this requirement unless the Winning Tenderer indicates that the personnel who will be used to deliver Services will not be employed through their payroll. In those circumstances, a relevant assessment will be considered.

14. Cyber Risk

14.1 A Cyber Risk Assessment has been raised and the profile is Very Low . The reference is RAR-XPOPC738Q

A Supplier Assurance Questionnaire does need to be completed.

Where a Supplier Assurance Questionnaire needs to be completed, Tenderers must complete and email this to UKStratComDD-CyDR-DCPP@mod.gov.uk, who will confirm cyber risk compliance. A copy of the completed questionnaire and the compliance email should then be included as part of the tender submission.

If a Tenderers Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent submission of a Tender. In those circumstances, a Cyber Implementation Plan should be completed as part of the tender submission, to demonstrate what actions will be taken to meet the required Cyber Risk level. Provided the actions and timescales were considered acceptable to The Authority, the Cyber Implementation Plan would then be included as a requirement in any resulting Contract.

Cyber Implementation Plan Template

MOD contract number:	
CSM Risk Acceptance Reference:	
CSM Cyber Risk Profile:	
Name of Supplier:	
Current level of Supplier compliance:	
Reasons unable to achieve full compliance:	
Measures planned to achieve compliance / mitigate the risk with dates:	
Anticipated date of compliance / mitigations in place:	