



Department for
International Trade

Invitation to Tender

(Open Procedure - PCR2015)

Provision of Creative and Production Services

ITT Reference: DN310591

Deadline for receipt of Proposals: 5 January 2018

About DIT

The Department for International Trade (DIT) has overall responsibility for promoting UK trade across the world and attracting foreign investment to our shores, under the leadership of the Secretary of State, the Rt. Hon Liam Fox MP.

We are a specialised body with significant new trade negotiating capacity, taking on the responsibilities of UK Trade & Investment, along with the relevant trade functions of the former Department for Business, Innovation and Skills. We have oversight of the Defence and Security Organisation and UK Export Finance is an integral part of DIT's operations and strategy.

To deliver an outward-looking trade diplomacy strategy, the Department's key priorities are:

- To promote UK exports of goods and services, to support a growing economy that creates wealth for all, supports jobs and meets our wider national interests;
- To deliver the best international trading framework for the UK outside the EU, including through building our capacity to negotiate and administer a national trade policy;
- To maximise opportunities for wealth creation through supporting Foreign Direct Investment (FDI), with a renewed focus on Outward Direct Investment (ODI) to support the Current Account.

DIT Structure

The DIT operates with a global footprint, employing staff both across the UK and overseas to deliver its services and is broadly structured as follows:

- DIT Headquarters: based in London, United Kingdom, this is where most of the policy development teams are located along with Ministers. In addition the HQ houses most of the DIT corporate functions.
- DIT Regional Offices: based across the UK these offices provide some policy and corporate functions but are primarily focussed on the delivery of support to local exporters and international investors in a region of the UK.
- DIT Posts: based across the globe these offices provide support to UK exporters and potential investors into the UK in overseas markets and are usually embedded with the other diplomatic services. These include a marketing network in major markets co-ordinated through five (5) marketing hubs: in New York; Mexico; Brussels; Dubai; and Hong Kong.

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SECTION 1: RESPONSE PARTICULARS

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (ITT) (except Appendix B: Authority's Conditions of Contract) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Authority”	means the Department for International Trade acting as part of the Crown.
“B2B”	means Business to Business
“Brief”	means the statement of requirements
“Cyber Essentials Scheme”	means a government-backed, industry supported scheme to help organisations protect themselves against common cyber attacks https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
“Contract”	means the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“Contractor”	means the successful Tenderer.
“EIR”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“GREAT”	means the Brand for the GREAT Britain Campaign
“GREAT Britain Campaign”	is the Government's most ambitious international marketing campaign ever and showcases the very best of what our whole nation has to offer in order to encourage the world to visit, study and do business with the UK
“G2B”	means Government to Business
“KPI”	means Key Performance Indicator
“PMF”	means Performance Management Framework
“Pricing Schedule”	means the form accessed via ProContract in which Tenderers are required to submit their pricing information as part of a Tender.
“ProContract”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at https://procontract.due-north.com/
“Region”	means coverage of work required based in the following three (3) regions: <ul style="list-style-type: none">- Mexico to cover Americas- Dubai to cover Middle East- Hong Kong to cover Asia Pacific
“Regulations”	means the Public Contracts Regulations 2015
“Response”	means the information submitted in response to this ITT via the online response forms on ProContract including the Tenderer's

	formal Tender.
“Standstill Period”	means the period of at least ten (10) calendar days following the notification of the award decision before the contract is signed with the winning Tenderer
“the ITT”	means this invitation to tender document and all related documents published by the Authority and made available to Tenderers.
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of Part 1 of this ITT and comprising the responses to the questions in ProContract and the Pricing Schedule.
“Tenderer”	means anyone responding to this ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 2 of Section 1 of this ITT.

References to a “Section” and/or to an “Appendix” are references to a section or Appendix in the ITT.

Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

PART 1: GENERAL

- 1.1 The Authority is looking for a Contractor to provide high-quality and cost-effective production services with creative stages. The services include anything from typesetting and translation to artwork/print-ready files as well as high quality, low cost video production work. The Specification of Requirements is detailed at Section 3.
- 1.2 There is one Specification of Requirements, but in order to accommodate regional nuances – such as the different campaign strategy, proposition, audience and tactical approach – the services are required to be delivered in the following Regions:
 - 1.2.1 Mexico to cover Latin America and the Caribbean
 - 1.2.2 Dubai to cover Middle East and Africa
 - 1.2.3 Hong Kong to cover Asia Pacific
- 1.3 Tenderers are invited to bid for either one, two or all Regions. The Tenders for each Region will be evaluated independently and Contracts awarded under each Region. In the event that a single Tenderer is appointed winner under all Regions, the Authority will award one (1) Contract to cover all the Regions. In the event that one Tenderer wins all three (3) Regions, the Authority would expect to realise efficiency savings.
- 1.4 The nature of DIT means that it deals with a number of brands including DIT, DIT's Defence and Security Organisation (DSO), UK Export and Finance (UKEF) and the GREAT campaign. Campaign partners include other government departments such as the Foreign and Commonwealth Office, Visit Britain and partner bodies. DIT also owns the GREAT campaign which focuses on the trade, investment, tourism and study in the UK. Our campaign partners may be based in the UK or overseas and may have requirements that will be authorised, by DIT, under the awarded Contract(s). Only DIT will utilise this Contract(s) and may do so for relevant activity for these brands and its campaign partners.
- 1.5 Services required under the Contract(s) will be issued on a Brief by Brief basis. The Authority can give no assurance of throughput. Indicative budgetary information is included at Part 2 below. The expected contractual period is two (2) years with option to extend up to a maximum of twelve (12) months.
- 1.6 This procurement is being carried out in accordance with the Public Contract Regulations 2015. Any subsequent contract that arises out of the Invitation to Tender (ITT) will be subject to the Authority's Conditions of Contract attached at Appendix B.
- 1.7 The Authority is using the eProcurement Tool ProContract which means the ITT and the forms for submitting a Response are only available in electronic form. It can be accessed via your web browser <https://procontract.due-north.com/>
- 1.8 Tenderers are required to submit their Response in accordance with the instructions set out in ProContract and this ITT.
- 1.9 The information contained in the ITT is designed to ensure that all Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified so that the Authority can make an informed decision.
- 1.10 Tenderers should read the ITT carefully before submitting a Response. It sets out:

- the Timetable and process for the procurement;
 - sufficient information to allow Tenderers to submit a compliant Response;
 - information regarding the award criteria and evaluation criteria which will be used to assess the Responses; and
 - the administrative arrangements for the receipt of Responses.
- 1.11 Tenderers are responsible for ensuring that they understand the requirements for this procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, it should raise a query via the clarification process described in clause 3.13 below.
- 1.12 Tenderers are responsible for ensuring that they have submitted a complete and accurate Response and that prices quoted are arithmetically correct for the units stated.
- 1.13 By submitting a Response, Tenderers are deemed to accept the terms and conditions in the ITT. Failure to comply with the instructions set out in the ITT or the provision of false, inaccurate or misleading information, may result in the Tenderer's exclusion from this procurement.
- 1.14 If there is any conflict between the information set out in the ITT and the information displayed in ProContract, the information set out in the ITT shall take precedence.

PART 2: PROPOSED TIMETABLE AND BUDGETARY INFORMATION

2.1 The Timetable below is subject to change by the Authority. Tenderers will be informed accordingly.

Milestone	Target Date	
ITT issued	Date	01 December 2017
Deadline for Clarification Questions from Tenderers	Date	18 December 2017
	Time	1700 hours GMT
Deadline for submission of written Proposals	Date	05 January 2018
	Time	1200 hours GMT
Evaluation Completed	Date	12 January 2018
Notification of Award Decision	Date	16 January 2018
10 day Standstill Period ends	Date	26 January 2018 (midnight)
Contract Award	Date	29 January 2018
Service Commencement Date	Date	1 February 2018
Duration of Contract		Two (2) years
Options to extend		Up to a maximum of twelve (12) months

Budget

2.2 The Authority requires the Creative and Production Services to be delivered in the three (3) Regions. The combined Creative and Production budget is one hundred and fifty thousand pounds sterling (£150,000) per annum, split evenly across the three (3) Regions. However, the Authority reserves the right to amend this budget if Campaign priorities require it.

PART 3: COMPLETION OF RESPONSE

- 3.1 By submitting a Response, Tenderers agree:
- to be bound by the terms of this ITT; and
 - that if the Authority accepts the Tender in writing, the Tenderer will execute the Contract in the form set out in Appendix B or in such amended form as may be agreed in writing by the Authority.
- 3.2 The Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers. In order to give Tenderers reasonable time in which to take an amendment into account in preparing their Responses, the Authority may, at its discretion, extend the deadline for the submission of Responses and/or any other stages of the procurement.
- 3.3 Unless otherwise stated in the ITT or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made using ProContract. The Authority will not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through ProContract.**

Submission of Responses

- 3.4 Tenderers must complete all parts of the Response form in ProContract in accordance with the instructions therein and no pricing information should be included in the technical Requirements of Response.
- 3.5 Tenderers should print off the Form of Tender which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via ProContract as part of a Response in accordance with the instructions in ProContract.
- 3.6 The Response and any documents accompanying it must be in English and submitted in accordance with the ITT.
- 3.7 Responses to the questions in Section B of Section 4 must be in word format, with Arial 11pt font and 2.54cm margins (this is the margin size when the "normal" margin setting is utilised). Page counts must be strictly adhered to. Any diagrams, images and supplementary information must be included within the permitted page counts. Responses or attachments that go beyond the page limits will be excluded from evaluation.
- 3.8 Prices must be submitted in £ Sterling, exclusive of VAT and all pricing information must be submitted in Excel format.
- 3.9 Responses will be checked for completeness and compliance with the requirements of the ITT and only compliant Responses will be evaluated.
- 3.10 Tenderers must be explicit and comprehensive in their Response as this will be the single source of information used to score and rank Responses. The Authority will only take account of information which is specifically asked for in the ITT.
- 3.11 Failure to provide the information required or supply documents referred to in the Bidders Response within the deadline for responses will result in rejection of the Response.

- 3.12 Tenderers should avoid reference to general marketing or promotional information/material (except where this is specifically required by the relevant question). General marketing or promotional brochures may not be accepted where these are not deemed to be specifically relevant to the question.
- 3.13 Different persons may be responsible for evaluating different responses to questions in a Response. Therefore, Tenderers should not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

Clarifications sought by Tenderers

- 3.15. Any request for clarification regarding the ITT should be submitted at the earliest opportunity via ProContract and in any event no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.
- 3.16. The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers on ProContract other than in exceptional circumstances.
- 3.17. If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal confidential information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:
- the clarification and response is not commercially sensitive or confidential; or
 - all Tenderers may benefit from its disclosure,
- the Authority will notify the Tenderer of this (via ProContract), and the Tenderer will have an opportunity to withdraw the request for clarification. If the clarification is not withdrawn within forty-eight (48) hours of the notification, the clarification request and Authority's response will be published to all Tenderers.
- 3.18. The Authority may not respond to a clarification or publish it where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Responses

- 3.19. Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.
- 3.20. Tenderers may withdraw their Responses at any time by submitting a notice via ProContract. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for one hundred and twenty (120) days from the deadline for Responses.

Receipt of Responses

- 3.21. Responses must be uploaded onto ProContract no later than the time and date set out in the Timetable as the deadline for Responses. Responses received before that deadline will remain unopened until the deadline or such time thereafter when all Responses are opened together. The Authority will not consider Responses received after the deadline.

The Authority may, however, at its own discretion, extend the deadline and in such circumstances the Authority will notify all Tenderers of any change.

- 3.22. If a Tenderer experiences problems when uploading its Response, it should contact the ProContract helpdesk for assistance and also inform the Authority.

Acceptance of Tenders

- 3.23. By issuing the ITT, communicating with a Tenderer or a Tenderer's representative or agents or any other communication in respect of this procurement, the Authority shall not be bound to accept any Tender or award any contract.

Costs of Responding

- 3.24. Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Responses, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Responses, even if the procurement is terminated or amended by the Authority.

Clarifications sought by the Authority

- 3.25. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Response and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond in a timely manner and/or to provide an adequate response to such a request may result in the Response being rejected.

Confidentiality of the ITT and related documents

- 3.26. The contents of the ITT and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
- 3.27. Tenderers may disclose information relating to the procurement to their advisers and sub-contractors in the following circumstances:
- disclosure is for the purpose of enabling a Response to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
 - the Authority gives prior consent in writing to the disclosure;
 - the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
 - the Tenderer is legally required to disclose the information.
- 3.28. No Tenderer will undertake any publicity activities in relation to the ITT without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.
- 3.29. All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they

report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

- 3.30. For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third party evaluators:

- 3.31. When providing details of contracts as part of a Response, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.32. The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 3.33. Subject to clauses 3.35 to 3.39 below, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations.
- 3.34. Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Responses. In submitting a Response, Tenderers agree that the Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with this ITT. Tenderers acknowledge that this right shall be in addition to the provisions of clauses 3.29, 3.30 and 3.35 to 3.39.

Freedom of Information and Environmental Information Regulations

- 3.35. In accordance with the obligations placed on public authorities by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.
- 3.36. If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete Appendix D and:
- clearly identify any information provided as confidential or commercially sensitive;
 - explain the potential implications of disclosure of such information; and
 - provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.
- 3.37. If a Tenderer identifies information as being of a confidential nature and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with a Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.
- 3.38. However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or

the EIR (in addition to any other transparency obligations as set out in 3.29 and 3.30 above). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

- 3.39. If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

- 3.40. Whilst the information in this ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

- 3.41. Neither the Authority nor its respective advisors, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer;
- accepts any liability for the information contained in the ITT or in any other written or oral communication (including any communications via ProContract) transmitted (or otherwise made available) to any Tenderer, or for the fairness, accuracy or completeness of that information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the ITT should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

- 3.42. Neither the issue of the ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the ITT or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

Canvassing

- 3.43. Any Tenderer which directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any other relevant body or any of its officers or members concerning the Contract(s) or this procurement or which directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or

agent concerning any other Tenderer or Response will be excluded from this procurement and its Response rejected.

- 3.44. The Tenderer shall not make contact with any employee, agent or consultant of the Authority which is in any way connected with this procurement during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

- 3.45. The concept of a conflict of interest includes any situation where relevant staff members of the Authority, involved in this procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- 3.46. Where the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after you have submitted a Response). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Response being rejected.
- 3.47. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

References

- 3.48. It is the Authority's policy not to provide references in relation to services received from any external organisation.

Changes to a Tenderer's Circumstances

- 3.49. The Authority may:
- reject a Response if there is a subsequent change of identity, control, financial standing or other factor which may affect the Authority's evaluation of the Response;
 - revisit information contained in a Response at any time to take account of subsequent changes to a Tenderer's circumstances; or
 - at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Response and in the absence of such certificate, reject the Response.

Sub-Contracting

- 3.50. Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Response should be given in respect of the prime contractor and a separate Appendix should be used to provide details of the proposed bidding model that includes:

- members of the supply chain;
 - the percentage of work being delivered by each sub-contractor; and
 - the key contract deliverables each sub-contractor will be responsible for
- 3.51. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. If the proposed supply chain changes at any time after submission of its Response, the Tenderer should inform the Authority immediately via ProContract. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

- 3.52. If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;
- names of all consortium members;
 - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
 - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
- 3.53. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.
- 3.54. All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.
- 3.55. If the Tenderer proposes to create a separate legal entity, such as a Special Purpose Vehicle (SPV), the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.
- 3.56. Tenderers should note, however, that the Authority may require a successful consortium to form a separate corporate entity in accordance with regulation 19(6) of the Regulations.
- 3.57. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via ProContract of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Cyber Essentials Scheme

- 3.58. To be awarded a contract Tenderers must meet the requirements of the Cyber Essentials Scheme, introduced in June 2014. The winning Tenderer shall only be awarded the Contract(s) if it is able to demonstrate that it meets the technical requirements prescribed by Cyber Essentials Scheme prior to the contract commencement date.
- 3.59. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- 3.60. The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate, which is also likely to be the most cost effective way to demonstrate compliance
- 3.61. The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and basic Cyber Essentials certificates for organisations, has been designed in consultation with SMEs, including the Federation for Small Business, to be 'light-touch' and achievable at low cost. The two options give organisations a choice over the level of assurance they wish to gain and the cost of doing so. This scheme offers the right balance between providing additional assurance of an organisation's commitment to implementing cyber security to third parties, while retaining a simple and low cost mechanism for doing so.
- 3.62. For the avoidance of doubt, no Contract(s) will be signed until the winning Tenderer demonstrates that the basic Cyber Essentials requirements are met in full. Please note that it will NOT be acceptable to submit a completed Cyber Essentials Common Questionnaire as evidence of the requirements being met.
- 3.63. Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Contractor and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

Variant Tenders

- 3.64 Variant Tender Responses will not be accepted by the Authority. Tenderers must submit a tender Response in accordance with Section 2 - Evaluation Model and Section 4 – Evaluation Criteria

Pricing

- 3.65. As stated above, prices must be submitted in £ Sterling, exclusive of VAT.
- 3.66. The Contract is an enabling contract and work will be issued on a Brief by Brief basis, in accordance with the deliverables stated in the Specification of Requirements set out in Section 3 of this ITT.
- 3.67. Tenderers must complete the Pricing Schedule within ProContract, in accordance with the pricing evaluation criteria set out in Section 3.

Lots

- 3.68. Tenderers are able to bid for one (1), two (2) or all three (3) Regions. Each Region has a budget of fifty thousand pounds sterling (£50,000) per annum.

Notification of Award and Standstill

- 3.69. The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations. A ten (10) day Standstill Period will take effect in accordance with regulation 87 of the Regulations before the Authority enters into the Contract(s).
- 3.70. Following a decision to award the Contract(s), the Authority will provide reasons for its decision in a notification letter to all unsuccessful Tenderers.

Agency Workers Regulations

- 3.71. The Tenderer shall comply with all statutory requirements as set down in the Agency Workers Regulations 2011. Further the Tenderer shall fully indemnify the Authority for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse for any monetary awards given in regards to any actions brought under the Agency Workers Regulations 2011 against the Authority, by any agency worker engaged by the Tenderer to supply the services to the Authority.

TUPE

- 3.72. Tenderers should determine whether or not they believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**) applies to this procurement. Notwithstanding this, Tenderers will note that it is the Authority's view that TUPE is not likely to apply if this procurement results in a contract being awarded, although the Authority is not liable for this opinion. The Authority will wish to satisfy itself that Responses are responsibly calculated and take full account of any likely TUPE obligations.
- 3.73. If Tenderers have a contrary view to that of the Authority on the applicability of TUPE they should advise the Authority, giving reasons, prior to the deadline for Responses.

PART 4: GOVERNMENT POLICY IN RELATION TO TRANSPARENCY

- 4.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, the tender documents and Contract will be published on the Contracts Finder website: www.gov.uk/contracts-finder

In some circumstances, limited redactions may be made to some contracts before they are published.

SECTION 2: EVALUATION MODEL

- 1.1 This section details how your Tender will be evaluated and the Evaluation Criteria. For all procurements covered by the Public Contracts Regulations 2015 it is mandatory for Tenderers to complete and upload the Selection Questionnaire (SQ) which can be found on ProContract. In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criterion, the Authority reserves the right to disqualify the Tenderer from any further participation in the competition.
- 1.2 The Tenders for each Region will be evaluated independently and Contracts awarded under each Region. In the event that a single Tenderer is appointed winner under all Regions, the Authority will award one (1) Contract. In the event that a single Tenderer is awarded all Regions, the Authority would expect to realise efficiency savings from awarding one (1) Contract.
- 1.3 Tenders will be evaluated on quality and price using the Most Economically Advantageous Tender (MEAT) method as set out in the table below. The winning Tender will be the one that passes Commercial and Technical Compliance and receives the highest combined quality and price score.
- 1.4 Failure to meet the Mandatory Criteria will result in your tender being non-compliant.

MEAT Ratio:

Award Criteria	Weighting
Commercial	Pass/Fail
Technical	70%
Pricing	30%

Only Tenderers who are commercially and technically compliant will be taken forward to the Price Evaluation

- 1.5 Evaluation of Responses will be as set out in the table below. More information on the specific evaluation criteria for specific sections of Response are detailed in the relevant question as set out on ProContract and at Section 4 – Evaluation Criteria.

Criteria	Characteristics	Weighting %
Commercial	Total	Pass/Fail
Form of Tender	<i>Response to question A1</i>	Pass/Fail
Commercial Compliance	<i>Response to question A2</i>	Pass/Fail
Technical	Total	70%
Capability	<i>Response to question B1</i>	40

Methodology	<i>Response to question B2</i>	20
Personnel	<i>Response to question B3</i>	10
Pricing	Total	30%
Schedule of Rates (Hourly/Day)	<i>Response to question C1</i>	20
Menu Prices	<i>Response to question C2</i>	10

Commercial Compliance

- 1.6 Tenderers are to submit a Form of Tender and a commercial compliance statement in accordance with Section A of Section 4.

Technical Evaluation

- 1.7 The Technical Evaluation will be carried out in one stage, as written proposal only. The combined scores from the written proposal will form the total score for the Technical Evaluation.
- 1.8 Tenderers are required to answer the questions in Section B of Section 4 – Evaluation Criteria and return their answers with the supporting evidence requested.
- 1.9 The Technical Evaluation will be undertaken by a panel appointed by the Authority. Each panel member will undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. This will be followed by a moderation meeting.
- 1.10 Tenders that achieve a total mark of two (2) or below for any questions in any Technical Evaluation Criteria will be considered non-compliant and excluded from any further participation within this Tender. Only those Tenders that have met the minimum criteria from the Technical Evaluation will be taken forward to the Pricing Evaluation.

Scoring Methodology

- 1.11 Marks of 0 – 5 will be allocated against each of the criteria for the Technical Evaluation with the following scoring definitions. Each mark represents a corresponding percentage, which is multiplied by the total marks available for the component evaluated. These are added together and a total score for the quality element is concluded.

Grade	Quality	Description
0	Unanswered or totally inadequate response.	No evidence provided that the Tenderer meets the requirement. No confidence that the Tenderers can meet the requirement.
1	Poor response.	Very limited evidence provided that supports that the Tenderer meets little of the

		requirement with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement.
2	Minimal response.	Some evidence provided that supports that the Tenderer meets some of the requirement with minor concerns leading to the conclusion of a low to mid level of confidence that the Tenderer can meet the requirement.
3	Reasonable response.	Evidence provided that supports that the Tenderer meets most of the requirement with minor concerns leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirement.
4	Good response.	Evidence provided that supports that the Tenderer meets the entire requirement leading to the conclusion of a mid to high level of confidence that the Tenderer can meet the requirement.
5	Excellent response.	Comprehensive evidence provided that supports that the Tenderer meets the entire requirement, leading to the conclusion of a high level of confidence that the Tenderer has the required skills, experience or resources required.

1.12 The scale above reflects degrees of confidence associated with each of the Scoring Guidance definitions.

1.13 All marks allocated will be multiplied by the weighting and totalled to conclude a total mark for the Technical Evaluation.

Pricing Evaluation

1.14 The Pricing Evaluation will be based on the Schedule of Rates submitted in accordance with Section C of Section 4 – Evaluation Criteria and is comprised of:

- Hourly Rates
- Day Rates
- Menu Prices for Standard Production Work

Please note: Tenderers are required to provide Hourly and Day Rates for all relevant roles listed in the Pricing Schedule, even if these roles would be subcontracted. Bidders that do not provide rates relevant to the services requested will be excluded from the process.

- 1.15 The Pricing Evaluation for question C1 will be carried out based on anticipated usage of the various Roles on a relative price scoring method. This means that a cumulative value will be calculated using the Rates submitted by each Tenderer multiplied by anticipated usage for each Role identified. Each Tenderer will be assessed against its relative position to the lowest cumulative value.

$$\frac{\text{Lowest Cumulative Rates x Anticipated Usage}}{\text{Cumulative Rates of Tenderer x Anticipated Usage}} \times 20 (\% \text{ relevant weighting})$$

= score for question C1

- 1.16 The Pricing Evaluation for question C2 will be evaluated on a relative price scoring method. This means that all prices submitted by Tenderers will be assessed against its relative position to the lowest compliant total price submitted.

$$\frac{\text{Lowest Total Price submitted}}{\text{Total Price submitted by Tenderer}} \times 10 (\% \text{ relevant weighting})$$

= score for question C2

- 1.17 The total score for the Pricing Evaluation is equal to the sum of scores from questions C1 and C2.

SECTION 3: SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements and should be read in conjunction with Section - 5 Governance and Contract Management. On Contract Award the detail will be captured in Schedule 1 (Specification of Requirements) of the Contract.

1 INTRODUCTION

1.1 Trade and investment continue to be central to the UK economy. Boosting exports and attracting more high quality foreign direct investment have been cited by many as critical to the UK's economic success. DIT is central to the delivery of the UK's trade and investment agenda. To help DIT gain as much traction and insight as possible, DIT have, and continue to invest in, segmentation and analysis of our customers and targets which will help us focus our activities.

1.2 Despite this, DIT, like all UK Government Departments, is under continual scrutiny and pressure to ensure that its communications and marketing services deliver effective, high-value, measurable outcomes with less spend and in certain cases, less resource. Maximising the impact of all our communications activity, whilst reducing cost and achieving greater value-for-money, is therefore essential.

2 OVERVIEW OF REQUIREMENTS

2.1 Scope

Agencies may be required to deliver any of the following services in connection with the communications and marketing creative and production service but the Authority reserves the right to procure these services elsewhere.

2.2 Services

The Authority requires a high-quality production service with creative stages. The successful Tenderer will be able to deliver the services locally in each Region covering anything from typesetting and translation to artwork/print-ready files. They will also be able to provide high quality, low cost video production work. This will support the work of the in-house production team and provide a more streamlined process that delivers better value for money and consistency.

The services include:

Artwork/Production Design

- Making amendments to existing creative work and correcting off-brand creative work
- Producing a wide range of production solutions including:
 - Print/publication ready artwork
 - File conversion to comply with newspaper specifications
 - Development of graphs and charts
 - Image retouching
 - Build of simple HTML templates, microsites, motion graphics, video editing, digital presentations (such as Prezi)
 - PowerPoint and Word templates
 - Campaign assets

- End to end video production (pre, during and post production including hiring of equipment and editing)
- Translation services, where required
- This will stretch across all materials including print, displays, signs, exhibitions, merchandise, event-branding

Account/Project Management

- To support the delivery of the above services including: planning; managing; trafficking; quality control; proof reading; liaising with the Authority's print partner; and process management. Reporting of budgets; time; and resource.

2.3 Collaboration

The Authority has a number of suppliers delivering marketing and events activities. The successful Tenderer will need to work effectively alongside these and other organisations.

2.4 Exit Activities

The information below is required to be forwarded to the Authority's Project Manager, within two (2) weeks of the Contract Expiry Date, at no extra cost to the Authority.

- a completed audit of all content and images, alongside licence information including contact details;
- all assets created as part of the contract to the customer;
- a licensed material list with any licence issues highlighted;
- a digital copy of all model, property and photography release forms that are held for DIT images;
- a written guide describing how the Tenderer has managed the image library (together with an overview process diagram) to include processes, purchasing procedures for images and day-to-day management.

SECTION 4 – EVALUATION CRITERIA

Standard Selection Questionnaire

Questionnaire	Selection Questionnaire (SQ)	Notices
Part 1 - Section 1	Supplier Information	For Information Only
Part 1 - Section 2	Bidding Model	For Information Only
Part 1 - Section 3	Contact Details and Declaration	For Information Only
Part 2 - Section 1	Grounds for Mandatory Exclusion	Pass/Fail - Any 'yes' response will result in exclusion of the Tender
Part 2 - Section 2	Grounds for Discretionary Exclusion	Pass/Fail - The Authority reserves the right to use its discretion to exclude a potential Contractor for any 'yes' response
Part 3	Financial Standing	Pass/Fail – self declaration, verification will be sought from successful Contractors
Part 4	Modern Slavery Act	Pass/Fail – self declaration, verification will be sought from successful Contractors
Part 5	Cyber Essentials Scheme	Pass/Fail – self declaration sought
Part 6	<p>Insurance</p> <p>The levels of insurance required for this procurement are:</p> <p>Employer's (Compulsory) Liability Insurance = £5million</p> <p>Public Liability Insurance = £5million</p> <p>Professional Indemnity Insurance = £2million</p> <p>NOTE: It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million</p>	Pass/Fail – self declaration, verification will be sought from successful Contractors

as a minimum. Please note this requirement is not applicable to Sole Traders.

Tender Evaluation

Section A - Commercial

A1	Form of Tender	Notices
	Form of Tender	<p>Pass/Fail</p> <p>This stage is not scored but if your organisation does not upload a completed, signed and dated Form of Tender in accordance with the instructions in ProContract the Response will be rejected as non-compliant. Please upload your organisation's Form of Tender with the file name: "Your Company Name-A1".</p>

A2	Commercial Compliance	Notices
	Acceptance of the terms and conditions attached to the Invitation to Tender.	<p>Pass/Fail</p> <p>Failure to confirm acceptance of the material aspects of the terms and conditions may result in the Response being rejected.</p> <p>Tenderers can provide comments and/or proposed amendments to the draft Contract within their Response for consideration by the Authority.</p>

Section B – Technical

Scored 70% Weighting

The Authority has many stakeholders that may utilise the Services contained within the Regions, as described in clause 3.68, who work across different markets, sectors, cultures, languages and time-zones. Tenderers should take this into account when providing response to the technical Requirements of Response. Tenderers are required to provide separate responses to B1-B3 below for each of the Regions it is submitting a Tender for.

Capability	
Question B1	Weighting: 40%

The Tenderer is to:

- A. Provide evidence of its relevant capability in the field of providing services detailed in Section 3 of this ITT for each requirement listed, including identifying any efficiency savings or continuous improvements to these services during the Term of the Contract. It should also include examples of how it would deliver services at short notice, such as within:
- 2 hours
 - 4 hours
 - 24 hours
- B. Evidence of working in the Region in close proximity to the regional Marketing Hub (Dubai, Mexico or Hong Kong). Tenderers must demonstrate experience in working with the different languages within the Region and knowledge of cultural differences between markets in the Region.
- C. Demonstrate that it has in place clear, robust and fully accountable governance arrangements and support services for the delivery of the services, including: access to necessary support services including IT; personnel; administration; and finance.
- D. Where the Tenderer intends to sub-contract or buy in some or all of the requirements it should include:
- How the Tenderer will ensure that the sub-contractor provides the Services to the required standards and within the required timescales, specifying the key contract deliverables each sub-contractor will be responsible for.

Response B1

Please upload your organisation's Response with the file name "Your Company Name-B1". Responses must be limited to 6 A4 pages, with 11pt Arial text, including diagrams and images. Responses or attachments that go beyond the page limits will be excluded from evaluation. Responses will be evaluated in accordance with the Evaluation Criteria stated in the ITT.

Methodology

Question B2

Weighting: 20%

- A. The Tenderer is to propose its methodology for completing a project of a similar nature, which must include a summary approach to:
- Building and refining a model to deliver against a typical brief. See template at Appendix C;
 - Developing an understanding of the Authority's decision making processes, so that the Contractor can provide accurate proposals for work; and
 - Providing best practice, in terms of seeking to deliver efficiencies for repetitive requirements.

The methodology should be feasible and realistic in terms of achievement of the objectives within

timescales outlined.

B. The Tenderer is to:

- Propose any additional Key Performance Indicators (KPIs) (see Section 5 for KPIs proposed by the Authority) to track progress and explain how these could be linked to payment. This section will not be scored but will form the basis of the Performance Management Framework (PMF) that will be incorporated into the contract.

Response B2

Please upload your organisation's Response with the file name "Your Company Name-B2". Responses must be limited to 5 A4 pages, with 11pt Arial text, including diagrams and images. Responses or attachments that go beyond the page limits will be excluded from evaluation. Responses will be evaluated in accordance with the Evaluation Criteria stated in the ITT.

Personnel

Question B3

Weighting: 10%

The Tenderer is to detail the key personnel proposed to deliver the services; detailing in summary form their relevant experience, qualifications and expertise (including any relevant professional accreditation).

The Tenderers Response must also include details of the Management Team that will have a significant impact on the performance of the Contract; detailing in summary form their relevant experience, qualifications and expertise (including any relevant professional accreditation).

Response B3

Please upload your organisation's Response with the file name "Your Company Name-B3". Responses must be limited to 4 A4 pages, with 11pt Arial text, including diagrams and images. Responses or attachments that go beyond the page limits will be excluded from evaluation. Responses will be evaluated in accordance with the Evaluation Criteria stated in the ITT.

Section C – Pricing

Scored 30% Weighting

Tenderers are to provide its response to each of the questions below on the Pricing Schedule attached to the ITT documents in ProContract.

Pricing

Question C1

Weighting: 20%

Tenderers are to provide a Schedule of Rates (tab 1 of Pricing Schedule) for relevant roles related to the services being requested. Both Day and Hourly Rates should be submitted and Tenderers should clearly highlight any savings that are being offered. These rates when agreed will be the agreed rates for subsequent pricing under the Contract.

Response C1

Tenderers should complete Tab 1 of the Pricing Schedule attached and include details of efficiency savings in the event it is successful in all three (3) Regions.

Responses will be evaluated in accordance with the Evaluation Criteria stated in the ITT.

Pricing

Question C2

Weighting: 10%

Tenderers are to complete the Menu Prices for standard Production Work (tab 2 of Pricing Schedule). These rates when agreed will be the agreed rates for standard Production Work ordered under the Contract.

Response C2

Tenderers should complete Tab 2 on the Pricing Schedule attached and include details of efficiency savings in the event it is successful in all three (3) Regions.

Responses will be evaluated in accordance with the Evaluation Criteria stated in the ITT.

SECTION 5: GOVERNANCE AND CONTRACT MANAGEMENT

This section deals with how the contract(s) will be managed.

1. Governance and Contract Management

1.1 The Authority will agree an appropriate contract management mechanism with the successful Tenderer in line with the approach detailed below. When agreed, this will form part of the contract.

Governance Boards

1.2 There are three (3) levels of Governance as detailed table below:

Level 3 Operational Service Review Board

Level 2 Service Review Board

Level 1 Contract Review Board

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
Level 3 Operational Service Review Board	Authority: Project Manager: <i>(to be named at Contract award)</i> Contractor: Contractor's Representative: <i>(to be named at Contract award)</i> Optional invitees: (Include if required)	<ul style="list-style-type: none"> • Contract administration • Maintenance of Risk Register and issues Log • Be accountable to the Service Review Board for day to day oversight of the Services. • Performance Review - Administer reports on KPI's, Performance Monitoring Reports, issues relating to delivery of Services and performance against Performance Indicators • Quality assurance 	<i>To be inserted at Contract Award.</i> Monthly (or as appropriate) Note: all forms of communication to be used

		<ul style="list-style-type: none"> Complaint handling 	
<p>Level 2</p> <p>Service Review Board</p>	<p>Authority:</p> <p>Project Manager: (to be named at Contract Award)</p> <p>Contract Manager: (to be named at Contract Award)</p> <p>Contractor: Contractor's Representative(s) (to be named at Contract award)</p> <p>Optional invitees: (Include if required)</p>	<ul style="list-style-type: none"> Responsible for the Contract management of the Services and shall review performance (incl. issues unresolved by operational team); Receives the Performance Monitoring Reports, Service Levels and Service Credits. Monitor progress and identifies possible future developments including common standards, benchmarking and continuous improvement plans; Review Risk Register Reports submitted by Level 4; Responsible for the Contract management of the services relationship between all Parties; Report to the Contract Review Board (Level 2) on significant issues requiring strategic decision and resolution by the Contract Review Board and on progress against the high level strategic objectives; Responsible for Contract coverage, ensuring all work has 	<p>Quarterly (or as appropriate)</p> <p>Face to face or via teleconference</p>

		<p>been agreed prior to commencement and any changes covered by Changes to Contract</p> <ul style="list-style-type: none"> • Responsible for Financial management, reviewing spend against plans, resolving and escalated payment/invoicing issues, review overall financial risks. • Responsible for Capacity planning, reviewing possible improvements of matching demand with supply • Performance Review - administer reports on KPI's, Performance Monitoring Reports, issues relating to delivery of Services and performance against Performance Indicators 	
<p>Level 1</p> <p>Contract Review Board</p>	<p>Authority:</p> <p>Project Manager: (to be named at Contract Award)</p> <p>Contract Manager: (to be named at Contract Award)</p> <p>Commercial Manager: (to be named at Contract Award)</p> <p>Contractor:</p> <p>Contractor's</p>	<p>Responsible for issues escalated by Level 2 Representatives. In particular:</p> <ul style="list-style-type: none"> • Strategic direction • Relationship direction • Continual improvement and performance management • Contract Review 	<p>Annually (or as appropriate)</p> <p>Face to face or via teleconference</p> <p>Mode of communication – All forms as appropriate to suit the issue and needs.</p>

	Representative: <i>(to be named at Contract award)</i> Optional invitees: (Include if required e.g. Legal Representative)		
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1.3 In addition, the Tenderer is to demonstrate the following requirements in the delivery of Services:

- To have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
- To have in place, or have access to, necessary support services including IT, personnel, administration and finance;
- To have clear and robust internal processes and procedures and staff that are fully accountable delivering and managing the Services to protect DIT's reputation.

SECTION 6: PERFORMANCE MANAGEMENT FRAMEWORK

1. Introduction

- 1.1 As part of the Authority's continuous drive to improve the performance of all Contractors, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Contractor's performance of contract responsibilities.
- 1.2 The PMF purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure.
- 1.3 Performance management indicators for the Contractor will be listed under the following categories:
 1. Contract Management
 2. Delivery and support
 3. Quality of Service
 4. Cost
 5. Continuous Improvement

The above categories are consistent within all Contract awards allowing the Authority to monitor the Contractor's performance at both individual contract level and at enterprise level with the individual Contractor.

- 1.4. Tenderers are to propose further and appropriate Key Performance Indicators (KPIs) as part of their Tender submission as requested at Section 4 – Evaluation Criteria, Question B2 for consideration by the Authority. The successful Contractor's KPIs will be considered and possibly signed off at the Inception Meeting and where appropriate incorporated into the Contract.

2. Management of the PMF

- 2.1 The Contractor shall detail performance against KPI's in Monthly Reports as requested by the Authority.
- 2.2 KPI's shall be monitored on a regular basis and shall form part of the contract performance review.
- 2.4 Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.5 Performance failure by the Contractor may result in administrative costs to the Authority. Where failure attributable to the Contractor is identified in the Performance Management report and relates to the KPI's then the service credit regime shall apply.
- 2.6 Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of

agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.

- 2.7 The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.
- 2.8 KPIs are set out below.
- 2.9 Where a KPI has a percentage measure the Contractor's performance will be rounded up or down to the nearest whole number.
- 2.10 KPIs are to be agreed and finalised at the inception meeting and will be confirmed under a Contract Change Note.
- 2.11 Where a Red Status is awarded, the Contractor shall produce a Contractor's Remediation Plan, detailing the measures that the Contractor will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

3. Service Credits

- 3.1 The use of Service Credits is governed by the following principles:
 - Service Credits sit within the wider service management approach being pursued by the Contractor and the Authority. The use of Service Credits does not prejudice the Authority's rights under appropriate clauses of the contract in the event of inadequate performance by the Contractor.
 - The Service Credit regime would be instigated on each occasion where there is a service failure (i.e. where a KPI is identified as having a 'Red status'). This would also give rise to a Remediation Plan.
 - The Authority has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due.
 - Service Credits claimed will be applied to the subsequent invoice as a credit note.
 - The full, agreed Service Credit regime shall operate from the initial delivery date until the end of the Contract Period.
- 3.2 Service credits will be applied as follows:
 - **Service Credit 1: KPI 3**
Any "red" scores against KPI 3 will incur a deduction of five (5%) from the agreed price for the deliverable:

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Contract Management	KPI 1 – Monthly reports (or other frequency as agreed) and invoices	Brief monthly reports to be produced within five (5) working days of the end of each month, or as requested by the Authority's Contract Manager. Invoices and associated report should be clearly linked.	Invoices will quote the correct PO, contract number, the Authority Contact, and qualitative description of the work being done. Invoices must be clearly itemised. Associated reports should be clearly and explicitly linked to invoices to help financial tracking.	95%	98%	100%
				Reports and or invoices sent to the Authority which contains inaccuracies and/or greater than 5 (five) working days after the agreed deadline.	Reports and or invoices sent to the Authority which contains inaccuracies and/or greater than 2 (two) working days after the agreed deadline.	Meets expectations - All reports and invoices sent to the Authority on time and accurately reflect agreed work
Cost	KPI 2 – Delivery within agreed charges	Requirement delivered within agreed charges.	Evidenced in financial reporting as part of regular reports.	90%	95%	100%
				Reports show cost of requirement delivery is running more than 5% greater than the agreed price requiring major adjustments to the service.	Reports show cost of requirement delivery is running up to 5% greater than the agreed price requiring minor adjustments to the service.	Reports show cost of requirement delivery is equal to or below the agree price and all unnecessary costs are avoided.

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Delivery	KPI 3 – Timely submission of work	Work must be completed and submitted within agreed timelines.	Work is delivered in accordance with timelines agreed in each Creative and Production Brief.	95% Work submitted later than five (5) working days of the agreed deadline.	98% Work submitted within five (5) working days of the agreed deadline.	100% Work submitted on or before the agreed deadline.
Delivery	KPI 4 – Upload to asset library	Any new assets created as part of the requirement to be uploaded onto the asset library.	To be uploaded within forty eight (48) hours of completion.	95% Uploaded later than five (5) Working Days.	98% Uploaded within five (5) Working Days.	100% Uploaded within 48 hours.
Quality	KPI 5 – Compliance to brand	The production of all material to be compliant with DIT brand as defined by the DIT Brand guidelines	Work delivered within guidelines.	94% and below	95-99% brand compliance	100% brand compliance

KPIs and Service Credits (if applicable) are to be agreed and finalised at the inception meeting, and form the Performance Management Framework.

APPENDIX A

FORM OF TENDER

(Print, Sign, Scan and Upload to ProContract)

To be returned by: 12:00HRS GMT on 5 January 2018

TENDER FOR THE: Provision of Creative and Production Services

Tender Value per Region: **To be completed by Tenderer**

Tender Ref: **DN310591**

1. We have examined the invitation to tender and its appendices set out below (the **ITT**) and hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing 1 February 2018.
 - Response Particulars (Section 1)
 - Evaluation Model (Section 2)
 - Specification of Requirements (Section 3)
 - Evaluation Criteria (Section 4)
 - Governance and Contract Management (Section 5)
 - Performance Management Framework (Section 6)
 - Form of Tender (Appendix A)
 - Authority's Conditions of Contract (Appendix B)
 - DIT Production Brief (Appendix C)
 - Commercially Sensitive Information (Appendix D)
2. If this Tender is accepted, we will execute the Contract and any other documents required by the Authority within ten (10) days of being asked to do so.
3. We agree that:
 - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
 - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2009, the Contract may be executed electronically using the Authority's electronic tendering and contract management system;
 - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
 - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;
 - e. the Tender shall remain valid for one hundred and twenty (120) days from the closing date for Responses specified in the ITT; and

- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.
4. We confirm that:
- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
 - b. if there are, or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.
5. We undertake and it shall be a condition of the Contract that:
- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
 - b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
 - c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.
6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

Signed _____

Date _____

In the capacity of _____

**Authorised to sign
for and on
behalf of** _____

Postal Address _____

Post Code _____

Telephone No. _____

Email Address _____

APPENDIX B

TERMS AND CONDITIONS OF CONTRACT



DN310591 Creative
and Production Servic

APPENDIX C

DIT PRODUCTION BRIEF TEMPLATE

If you are a firecrest user or not able to access the [online briefing form](#), please use the form below to give us the detail about the marketing assets(s) you would like to produce.

Project or event name	<i>Include a short project or event name e.g. Creativity social media campaign or Fintech Mission to Chicago</i>
Delivery Date	
Main contact:	<i>Please provide name and email address</i>
Alternative contact:	<i>Please provide name and email address</i>
Project overview:	<i>Provide background about the project or event e.g. which campaign it sits under, target audience and main objectives</i>
What would you like to produce?	<p><i>You can check as many items as you need here, but must provide further information on the specification of these items in the further details section. If you require an update to an existing item, please select 'Amend an existing asset'. If item is not listed, please select other and type the item in.</i></p> <ul style="list-style-type: none"><input type="checkbox"/> Invitation<input type="checkbox"/> Brochure<input type="checkbox"/> Event pull-ups, banners and stand graphics<input type="checkbox"/> Social media graphics<input type="checkbox"/> Advert<input type="checkbox"/> Business cards<input type="checkbox"/> Video<input type="checkbox"/> Livery<input type="checkbox"/> Amend an existing asset<input type="checkbox"/> Other
Exit activity:	All exit activity detailed at Section 3 of the ITFC will be provided at no extract charge to the Customer on completion of the Contract.
Further details:	<i>It is important to include any detail here that will let the designer know how to create your item. Where applicable, you must include dimensions of item, whether the file is for print or digital use, number of pages, any image suggestions, any branding requirements or partner logos, language considerations and type of file required. Sign off process and key milestones</i>

Please attach any supporting documentation and submit the completed form to production@trade.gsi.gov.uk

APPENDIX D

COMMERCIALLY SENSITIVE INFORMATION

Tenderers to provide:

Tenderer's Commercially Sensitive Information	Potential Implication of Disclosure	Duration of Commercially Sensitive Information