**Media Planning & Buying Services Tender**

**Invitation to Tender**

Prepared on behalf of

**University of Westminster**

**Ref: 20/09**

**Tender Guidelines**

* 1. **Company Background**
  2. The University of Westminster was founded as Britain’s first polytechnic in 1838. We now have over 19,000 students from 169 countries and are a university that thrives on delivering transformational education to people from all backgrounds.
  3. The University of Westminster provides practical, rounded education so that people from every background can realise their true potential and discover their identity.
  4. We foster innovation and creativity, informed by professional practice and inspired by research. We are proud of our strong international outlook and extremely close links with industry, professional practice and academia in London, overseas and across the world. With this network, the University of Westminster creates rewarding connections between research, teaching and enterprise.
  5. Students are constantly making choices that have an impact on themselves and the people around them. They have the opportunity to create a better world, for themselves and everyone else, by creating opportunities to do something worthwhile. We believe students time at Westminster will be a lifechanging experience, both personally and professionally and that the University is an exceptional place to learn, live, work and uncover their true strengths.
  6. As a global university located right in the heart of London, we offer a vibrant learning environment and focus on nurturing and inspiring distinctive graduates who are able to make a difference in the world. Thanks to our London location, few places can match this great city for its vibrant culture, spanning fashion, shopping, music, art, theatre and sport.
  7. We are forward thinking and embrace the new with energy and imagination. Our aim is to nurture, transform and inspire distinctive graduates and professionals who are able to make a difference in the world.

**2.0 Background to the Tender**

2.1 The University is undertaking a large-scale re-evaluation of its key marketing partners and suppliers, ranging from design agencies to film and photography production, media buying and digital services (eg Google AdWords, Search and display)

2.2 As part of this, the University wishes to appoint a maximum of up to two Service Provider(s) to deliver full media planning and buying activity.

2.3 The appointment will be by competitive tender following the publication of the Contract Notice, in connection with a competitive procurement conducted in accordance with the Open Procedure under the Public Contract Regulations 2015.

2.4 The University will exercise a standstill period in accordance with Regulation 86 of the Public Contracts Regulations 2015.

**3.0** **Relevant University Information**

3.1 The successful bidder will be expected to take a proactive approach to optimising the service.

1. The University has four campuses in London: Regent, Cavendish, Marylebone and Harrow, which are home to our three colleges. Three of our campuses are in central London and one is in Harrow, north-west London. We also have a large sports ground in Chiswick.
2. The Service Provider will be required to attend meetings at any one of our campuses in relation to activities defined within the scope of services.

**4.0 Contract Period**

4.1 It is anticipated that the new contract will be for an initial period of 1 year continuing for a further period of three years, subject to successful 6-monthly performance review.

4.2 The Contract is intended to start July 2020.

4.3 Any extension to the Contract will be agreed between the University of Westminster and the Supplier. It is likely that University will seek the Supplier to demonstrate improvements and/or price reductions before considering an extension. For any extension(s) to the Contract, discussions with the Supplier shall be conducted sufficiently far in advance of the contract expiry date to arrive at an agreed position.

**5.0 Timescales**

5.1 The timescales for this tender are as follows

|  |  |
| --- | --- |
| Issue Tender | 2March 20 |
| Tender Deadline for Clarifications | 17 March 20 |
| Response to Clarifications | 24 March 20 |
| Deadline for Tender | **9 April 20** |
| Tender Evaluation | 9 – 21 April 20 |
| Supplier Demonstration/Interviews | 27 April – 1 May 20 |
| Notify Unsuccessful Companies | 5 – 8 May 20 |
| Issue Provisional Award decision | 5 – 8 May 20 |
| Standstill Period | 5 – 15 May 20 |
| Contract Implementation and Handover | 18 May – 30 June 20 |
| Contract Award (Contract Documents) | 18 May – 31 May 20 |
| Contract start | 1 July 20 |

**Note: Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the University**

**6.0 Submission of tenders**

6.1 The response to this Invitation to tender shall comprise the following:

* Tender Guidelines (This document)
* Scope and Specification - Appendix 1
* Tender ITT response Appendix 2 (Response required)
* Confidentiality Agreement - Appendix 3 (Response required)
* Form of Tender - Appendix 4 (Response required)
* Condition of Contract - Appendix 5
* Tender Brief - Appendix 6 (Response required)
* GDPR Appendix 7
* Standard Questionnaire Appendix 8 (response Required Parts 1 2 3)
* Supplementary Information

6.2 Your proposal must be titled ‘Provision of ‘Media Planning & Buying Services Tender’ and the bidder must answer all questions as accurately and concisely as possible in the same order as the questions are presented.

6.3 The information contained in this ITT and supporting documents and in any related written or oral communication are believed to be correct at the time of issue. The bidder will be deemed for all purposes connected with the tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to:

* the nature, extent, volume and character of the supply for which it is tendering
* the extent of the personnel, equipment, assets, property and systems which may be required;
* any other matter which may affect its response to tender.

6.4 The bidder must not rely on any information received other than that supplied by The University in the tender documents or other information in written form from the university. The University accepts no responsibility for any information obtained otherwise.

6.5 The University reserves the right to make amendments to the tender documents during the tendering process to cater for specific issues, which arise during the tender process. Such amendments will be communicated in writing to all bidders.

6.6 Under no circumstances will the University or its officers, employees or agents be liable for any costs, claims or expenses incurred by bidders directly or indirectly as a result of any such amendments.

6.7 The proposals and the supporting documents must be written in English

6.8 Please ensure that you send your submission in good time to prevent issues with post and technology, as late responses to tender may be rejected, unless clear evidence of either posting (by first class post on a day preceding the closing date), or dispatch by an appropriate courier service booked to achieve the deadline closing date is available. Late tenders received by either of the above methods will automatically be rejected. Tenders may NOT be submitted by fax or email.

6.9 Any deliberate alteration of requirement as part of your response to tender will invalidate your response to tender to that requirement and for evaluation purposes you shall be deemed not to have responded to that requirement.

6.10 Your tender response to tender requirements and pricing will be incorporated into the Contract, as appropriate.

6.11 Please ensure that you follow the bids submission instructions as detailed in 6.11.

6.12 Your tender submission must be returned to the following address:

Ms Alison Sylvestre

Senior Procurement Associate

University of Westminster

2nd Floor

32-38 Wells Street, London W1T 3UW

6.13 Please write ‘TENDER Ref: ‘20/09’ at the bottom of the addressed envelope.

6.14 You should include one hard copies of your submission and a copy on memory stick if sending by post.

6.15 Your submission must be received by midday on **9h April 20**

6.16 Failure to comply with these instructions may result in your offer being rejected.

6.17 Any submissions received after this date will not be considered.

6.18 The bidder is advised neither to make any assumptions about their past or current bidder relationships with University nor to assume that such prior business relationships will be considered in the evaluation procedure.

6.19 All offers must be submitted in GBP sterling exclusive of Value Added Tax (VAT) and remain valid for acceptance for up to 90 days from the tender closing date.

6.20 All costs, expenses and liabilities incurred by the bidder in connection with the preparation and submission of the response to tender will be borne by the bidder. The bidder shall have no claim whatsoever against the University or its agent in respect of such costs.

6.21 The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

**7.0 Completing the Selection Questionnaire**

7.1 **Potential supplier information** - This is for information only and will not be scored.

7.2 **Exclusion grounds** - Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

7.3 The University may exclude any Supplier who answers ‘Yes’ in any of the situations set out in Grounds for discretionary exclusion.

7.4 **Economic and financial standing** - bidders are asked if they are able to provide a copy of their audited accounts for the last two years, if requested. Any bidders who are unable to confirm they are able to provide two years audited accounts or one of the other alternative forms of financial status will be excluded from the procurement process.

7.5 **Technical and professional ability** - In this section, the University is assessing the Potential Bidder’s relevant experience. The answers to the questions will be scored as follows:

|  |  |  |
| --- | --- | --- |
| **Evaluation** | **Description** | **Pass/Fail** |
| Proven Ability | The Bidder has proven Technical and Professional Ability which demonstrates that they would in principle be able to perform the Contract. | Pass |
| Limited Ability | The Bidder has limited Technical and Professional Ability to perform the Contract, but nevertheless the Bidder would in principle be able to perform the Contract. | Pass |
| No Ability | The Bidder has limited or no Technical and Professional Ability to perform the Contract and would not in principle be able to perform the Contract and you will be excluded from the process. | Fail |

7.6 When scoring this section, the University may take into account performance on previous contracts of a similar type for the university over the past three years. The University will not however take into its own positive experience on previous contracts, or positive experience of other Clients or public bodies, other than the examples and information provided by the potential Bidder.

7.7 Potential Bidders should not use any examples of contracts they hold with the University.

7.8 **Modern Slavery** - Bidders are required to provide the information as requested under the Modern Slavery Act. Any bidder who has not provided an adequate response will fail this section.

7.9 **Additional Questions: Insurance** - Potential Bidders are required to have a number of insurances, which are set out later on the Selection Questionnaire. If you do not have any of these required insurances, you will be excluded from the procurement process.

7.10 **Additional Questions**: **Project Specific** - In this section, the University is assessing the Potential Bidder’s previous similar projects. The answers to the questions will be scored as follows:

|  |  |  |
| --- | --- | --- |
| **Evaluation** | **Description** | **Score** |
| Proven  Similar Projects | The Bidder has provided similar project which demonstrates that they would in principle be able to perform the Contract. | 3 |
| Limited Similar Projects | The Bidder has Provided limited similar projects, but nevertheless the Bidder would in principle be able to perform the Contract. | 1 |
| No Similar Projects | The Bidder has not provided similar projects and would not in principle be able to perform the Contract and will be excluded from the process. | 0 |

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7.11 **Financial Capacity** -This section is to determine whether potential Bidders have the financial capacity and stability to perform this particular Service.

7.12 **Credit Score** - Potential Bidders are asked to provide their organisation’s registration number so that a Credit Report (from Creditsafe) can be obtained. If the Creditworthiness rating (for companies where accounts have been filed) or Risk rating (for new companies where no accounts have been filed) is less than 50 the Bidder’s financial accounts or equivalent information will be considered.

7.13 If the rating in the Report is more than 50 the potential Bidder will pass this section unless there is anything in the report to indicate that the Bidder may not have the financial capacity to perform this contract. In this case the University will evaluate the Bidder’s financial accounts or equivalent information.

7.14 If the potential Bidder does not have a registration number, for example the potential Bidder is a partnership, the potential Bidder should provide the last two years’ audited accounts, or equivalent information as set out in the Financial Capacity questions in the Selection Questionnaire.

7.15 If the University evaluates the financial accounts or equivalent information they will be scored according to the table below. Evaluation will include consideration of: evidence of prior bankruptcy or a CVA, accounts being up to date, any qualification of the accounts by auditors, a general review of accounts, a review of profit and loss from previous years, a review of the balance sheet.

Accounts will be scored according to the table below:-

|  |  |  |
| --- | --- | --- |
| **Evaluation** | **Standard** | **Pass/Fail** |
| No perceived risk | The University has no grounds for concern in relation to the potential Bidder’s financial stability to provide the required services | Pass |
| Acceptable risk | The University has identified a risk of financial instability, but the risk is acceptable to the University in relation to the potential Bidder’s ability to provide the required services. | Pass |
| Unacceptable risk | The risk of financial instability of the potential Bidder is too great for the University to accept in relation to the potential Bidder’s ability to provide the required services and you will be excluded from the process. | Fail |

**8.0 Completing the Tender Response**

8.1 The University understands the significant time and expense involved in the preparation of submitting bids and the disappointment to be told you have been unsuccessful. The University is looking for concise and relevant answers to help choose the most appropriate provider for this contract. These answers are scored objectively and consistently against pre-defined criteria.

8.2 We advise the following instructions for completing your submission:

• read and understand all questions.

• answer all questions as accurately and concisely as possible in the same order as the questions are presented.

• responses to tender should be to the maximum words count or less

• responses to tender must be concise and relate to the question asked, check you are not duplicating information that may be relevant at other questions. Unnecessary information will be disregarded.

• be explicit and comprehensive in your proposals and directly address the requirement stated, as this will be the single source of information on which responses to tender will be evaluated.

• ensure that information provided as part of the ‘responses to tender’ is of sufficient quality and detail that an informed assessment of it can be made. Where a question is not relevant to the bidder, this should be indicated, with an explanation.

• Do not submit any additional supporting documentation with your response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without prior written approval).

• Ensure that all attachments/supporting documentation are provided separate to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.

• If you submit a generic policy / document indicate the page and paragraph reference that is relevant to that part of your response to tender.

7.15 Bidders are asked to provide details of 3 referees. The University reserves the right to contact the referees and ask them a set of questions relevant to this particular contract, to test the Bidder’s ability to meet the Technical Specification. If the University takes up this right, references will not be scored as an independent section. Instead the University will use the references to verify draft scores given to Bidders’ responses to questions.

7.16 The University reserves the right to ask shortlisted Bidders to give a presentation after the closing date for the return of Bids has passed. The University will use the outcome of the presentations to verify draft scores given to Bidders’ responses to questions in other sections of this ITT.

7.17 A maximum of up to 4 providers will be shortlisted for interviews.

**9.0** **Queries and Clarifications**

9.1 If we receive any queries regarding the scope of requirements which we consider to be of a substantive nature, both the query and our response to the query will be circulated to all those who have been invited to tender by 24th March 20. In all cases the Q & As will be anonymised. Consequently, all questions and queries regarding this invitation to offer must be submitted by email to [a.sylvestre@westminster.ac.uk](mailto:a.sylvestre@westminster.ac.uk) no later than 1**7:00hrs 17th March 20**.

9.2 Please note that that there will be no telephone or informal or other kind of discussion between potential tenderers and officers or directors of the University after this document is dispatched.

9.3 Please ensure that you follow submission instructions as detailed in 6.11.

9.4 The university is under no obligation to respond to clarification requests received after the Clarification Deadline.

9.5 Further information may be required to verify or clarify any aspects of your response to tender or other information you may have provided. Should you not provide supplementary information or clarifications by any deadline notified to you, your response to tender may be rejected in full and you may be disqualified from this Procurement Process.

**10.0 Evaluation Process**

10.1 The University’s primary requirement is to select the most suitable supplier to deliver the most economically advantageous solution. In summary, the evaluation process shall be as follows:

* Evaluation of all proposals
* If required Meetings and presentations with the shortlisted Suppliers to identify a suitable supplier.
* Meetings / presentations with selected supplier to agree final content and contract terms.

10.2 By issuing this ITT the University is not bound in any way to enter into any contractual or other arrangement with the Bidder or any other party.

**11.0 Evaluation Criteria**

11.1 The objective of the evaluation is to identify the Supplier that is offering the most economically advantageous tender.

11.2 Offers that in the opinion of the judging panel are unrealistically high or low (in terms of price) may be rejected.

11.3 The University reserves the right to award the contract in full or in part and is not bound to accept the lowest tender or any tender.

11.4 The University also reserves the right to undertake clarification, including meetings with bidders, concerning any aspects arising from or in conjunction with the response to tender.

11.5 Proposals will be evaluated against a broad range of evaluation criteria. The primary criteria and the relative weightings are as detailed in the table below. Bidders need to meet a selection of minimum requirements (Selection Criteria) before the University will fully score and evaluate their Bids. Bidders are required to complete the Selection Questionnaire provided as part of this procedure. If you do not meet one or more of the minimum requirements for each Selection Criteria bidders will be excluded from this process. If you pass all Selection Criteria their Bid will be fully scored and evaluated.

|  |  |
| --- | --- |
| **Selection Questionnaire** | |
| **Selection Criteria** | **Weightings** |
| Potential Supplier Information | **-** |
| Grounds for mandatory exclusion | Pass/Fail |
| Grounds for discretionary exclusion | Pass/Fail |
| Economic and Financial Standing | Pass/Fail |
| Technical and Professional ability | Scored |
| Modern Slavery | Pass/Fail |
| Additional Questions - Insurance | Pass/Fail |
| Additional Questions - Project Specific | Scored |
| **ITT response** | |
| **Evaluation Criteria** | **Weightings** |
| Implementation | 20 |
| Report and Analysis | 20 |
| Project Management | 20 |
| Standards | 10 |
| Cost | 40 |
|  | 100 |

11.6 The Bidder must pass all eligibility questions in the Selection Questionnaire, the following scores will be used to evaluate tender responses:

|  |  |  |
| --- | --- | --- |
|  | **Judgement** | **Score** |
| Meets all requirements and offers some added value | Excellent | 100% |
| Meets all requirements | Good | 80% |
| Generally meets all requirements with minor issues | Fair | 60% |
| Meets some requirements but with a few major gaps/issues | Doubtful | 40% |
| Meets few requirements; serious concerns | Poor | 20% |
| Does not meet any requirements or fails to answer | Reject | 0 |

**12.0 Non-compliance**

12.1 Tender submissions shall be submitted wholly in accordance with the requirements of this Invitation to Tender and shall be deemed to be based upon the Terms and Conditions and service descriptions contained therein or reasonably to be inferred there from. Submissions for only part of the requirements will be regarded as non-compliant and may be rejected.

12.2 In submitting a Bid you will be deemed to have accepted all the provisions of the ITT including the Terms and Conditions (Appendix 5)

12.3 An express waiver or variation of any of these Conditions made in writing by a Director or Head of Procurement for the University shall bind the University, otherwise, no other officer of the University or Associate has the right to vary or waive any of these Terms and Conditions.

12.4 The University expressly reserves the right to reject any proposal that:

• Does not follow the instruction to tender guidelines and do not submit your Bid in a manner consistent with the provisions set out in this ITT.

• Is incomplete, for example where answers are not provided to any questions, or a reasonable explanation given as to why an answer has been omitted (If any of the questions do not apply to your organisation please mark them as N/A. If you do not know the answer, please mark as ‘Not Known’, but this may result in no score being awarded for that question, or exclusion from the process if it is a Pass/Fail question).

• If any alteration is made in this document or the accompanying documents, or if the terms and conditions of the ITT are not fully complied with.

• discloses to any third party the prices shown in its response to tender except where such disclosure is made in confidence to obtain quotations necessary for the purposes of financing or insuring the performance of services

• fixes prices in its response to tender in accordance with any arrangement with any person or by reference to any other response to tender

• offers or gives or agrees to give any member or officer of University or their agents any gift, benefit or consideration of any kind or value as an inducement or reward.

• any attempt to inappropriately influence the Contract award process in any way

• has directly or indirectly canvassed any member or official of the University or their agents concerning award or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder or response to tender submitted by any other Bidder

• has done anything improper to influence the University or its agents during the period for responding to the tender

• has failed to use the English language.

• has failed to return the response to tender fully completed and signed

• fails to submit the response to tender before the tender closing date

• where The University or its agents believe that there has been any form of co-operation or collusion with another bidder;

• attempts to alter its response to tender after the response to tender deadline;

12.5 For the avoidance of doubt any non-acceptance or rejection in accordance with the above shall be without prejudice to any other civil remedies available to the university or any criminal liability which such conduct by a bidder may attract.

12.6 Each bidder is subject to an ongoing obligation throughout the contract term to notify University of any material changes in its circumstances. This includes (but is not limited to) changes to the ownership or standing thereof and significant reductions in financial or operating capacity. The University should be notified of any material changes as soon as they become apparent.

12.7 Following the appointment of the Contractor, in the event that the Successful Supplier:

* Makes a material alteration to the Bid which formed the basis of its selection;
* Does not comply with the provisions of this ITT;
* In the reasonable opinion of the University fails to make satisfactory progress towards signature of the Contract.
* And fails to remedy the situation to the reasonable satisfaction of the University within a defined time period, the University shall be entitled to de-select the Contractor. Under no circumstance will the University or any other agent be liable for any costs or expenses incurred by the Contractor due to, or arising from, such de-selection.

**13.0 Executing the Contract**

13.1 The University may choose to execute the contract by means of:

* an official purchase order;
* a formal acceptance letter;
* a formal contract document;
* a formal contract document executed as a deed.

**14.0 Freedom of Information**

14.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), all information submitted to the University may be disclosed in response to a request made pursuant to the FoIA.

14.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive, the Bidder should:

• Clearly identify such information as commercially sensitive;

• Explain the potential implications of disclosure of such information; and

• Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.

14.3 Where a bidder identifies information as commercially sensitive, the University will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the University might be required to disclose such information in accordance with the FoIA. Accordingly, the University cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

**15.0 Disclaimers and Confidentiality**

15.1 Due to the nature of this proposal an NDA will need to be signed by potential suppliers.

15.2 Information provided in this document is supplied for general guidance in the preparation of proposals.

15.3 The information contained in this documentation is confidential and is provided to enable bidders to submit firm proposals. This document may not be copied or disclosed in whole or in part to any third party without the prior written consent of the University except for the specific reason of responding to this definition of requirements.

15.4 All information supplied by the University, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers) unless the information is already in the public domain. All of the information supplied by the University or any other agents in connection with this ITT shall be regarded as confidential to the University and by submitting a tender, you agree to be bound by the obligation to preserve the confidentiality of the documents

15.5 The ITT and associated documents are and shall remain the property of the University and must be returned on demand.

15.6 There must be no publicity by the bidder regarding the Services or the future award of any Contract unless the University has given express written consent to the relevant communication.

15.7 It is the Bidders responsibility to ensure that any consortium member, sub-contractor and adviser abides by the terms set out in this ITT.

**16.0 University of Westminster’s Discretion**

16.1 University of Westminster is not obliged to accept the lowest tender, or part, or all of any tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the University and the bidder. The University reserves the right to terminate the tender process if it so wishes to do so.

## **17.0** **GDPR Compliance**

17.1 By downloading or responding to any part of this tender you are confirming your compliance with the General Data Protection Regulation (GDPR) and will treat any personally identifiable information received during the process in accordance with the GDPR. Bidders shall be required to fully comply with the University’s requirements for GDPR compliance. For reference, a copy of the University’s data processer clauses is included which the Supplier shall be expected to adopt (See Appendix 7).