

INVITATION TO TENDER

MANAGEMENT CONSULTANCY

REFERENCE NUMBER

RM3745

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
- 1.3 This Procurement will establish a multi Supplier public sector Framework Agreement for the purchase of Management Consultancy Services. The Framework Agreement shall comprise of 8 individual Lots and will replace RM1502 Consultancy One which expires on 15/12/2017.
- 1.4 The Framework Agreement will have an amended scope and number of Lots (ie. from the current 15 descriptions of Lots). It is not a "like for like" replacement of the existing Consultancy One framework agreement. Call Off Contracts placed by Contracting Authorities under the existing Consultancy One framework agreement are of a short term nature, and do not predicate long term engagement of staff on any one contract as such we do not expect there to be any organised groupings of employees whose principal purpose it is to work on the current contracts. Any Call Off Contracts awarded and in place under the existing Consultancy One framework agreement will conclude and any new contracts entered into under the new Framework will be for new work not on-going work.
- 1.5 This Procurement will involve a 2 phase return of Tender submissions. Tender submissions for Lots 1, 2 and 3 (Phase 1) must be submitted by 14/02/2017. Tender submissions for Lots 4,5,6,7 and 8 (Phase 2) must be submitted by 09/05/2017 as detailed in paragraph 4 below.
- 1.6 Attachment 2 - Selection Questionnaire must be submitted by Potential Providers within the Phase 1 timescale, which will be applicable for Tenders for all Lots. For the avoidance of doubt Attachment 2 - Selection Questionnaire must be submitted by 14/02/2017 for all Lots.
- 1.7 This Procurement will be concluded with a Framework period of four years, subject to the rights of early termination set out in the Framework Agreement.
- 1.8 The Authority considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will not apply at the Framework level. However, it is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Call Off Agreement and to act accordingly. The Potential Provider is encouraged to carry out its own due diligence.
- 1.9 In the event that TUPE applies in respect of a Call Off Agreement, Contracting Authorities will provide relevant information as part of a Further Competition Process. Potential Providers are directed to review the Staff Transfer Schedule in the Call-Off Contract as this provides the contractual mechanisms for dealing with transfers of employment. Potential Providers should note that no further indemnities will be given in the event that there is a TUPE transfer.
- 1.10 This Invitation to Tender (ITT) contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 13.

- 1.11 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in Paragraph 7.
- 1.12 The Terms of Participation at Attachment 7 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in section A of the Selection Questionnaire that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.
- 1.13 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.
- 1.14 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.15 Your responses to Attachment 2 - Selection Questionnaire and Attachment's 3 and 4 - Award Questionnaire Phase 1 and Phase 2, have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found at Attachment 9 – Supplier Guidance.
- 1.16 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.
- 1.17 The Authority is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to framework agreements (Regulation 33 of the Regulations).

2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

- 2.1 This Procurement will result in the award of the Framework Agreement to successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.
- 2.2 The Framework Agreement will enable Contracting Authorities to place orders with Suppliers for the Services via Call-Off Agreements and Direct Award.
- 2.3 The published Framework Agreement (including the Framework Schedules) and Call-Off Contract (including the Call Off Schedules) terms and conditions are available at Attachments 5a and 6b. Please carefully review these documents so that you fully to understand the rights and obligations they confer on the parties.
- 2.4 Framework Agreement and Call-Off Contract terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.5 Following the Authority's decision to award and prior to execution, the Authority will update the Framework Agreement to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's prices, pricing methodology and approach to delivering the Services.
- 2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers.
- 2.7 **Contracting Authorities**
- 2.7.1. The Framework Agreement will be available for use by Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice. For the avoidance of doubt, this includes Central Government and Wider Public Sector organisations.
- 2.7.2. Any relevant Contracting Authority may purchase the Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.8 **The ordering process and further evaluation criteria**
- 2.8.1. Contracting Authorities may award Call-Off Contracts for any of the Services by direct award (i.e. without re-opening competition among Suppliers) or by further competition (i.e. with re-opening competition among Suppliers including by use of an e-Auction). The procedures that Contracting Authorities use to make a direct contract award or conduct a further competition (including use of an e-Auction) are set out in Framework Schedule 5 (Call-Off Procedure) at Attachment 5a.
- 2.8.2. Contracting Authorities will use the evaluation criteria and weightings set out in Framework Schedule 6 and in the Award Criteria to determine which Supplier should be appointed to supply the Services.
- 2.8.3. All Call-Off Contracts awarded by Contracting Authorities will be subject to the Call-Off Contract terms and conditions contained within Framework

Schedule 4 (Attachment 5a) supplemented as appropriate by such additional details as may be necessary and permissible.

2.8.4. The Contracting Authority will manage the Supplier's day to day performance of the Call-Off Contract it has entered with the Supplier.

3. REQUIREMENTS AND LOT STRUCTURE

3.1 A detailed description of the Services that a Supplier will be required to supply for each Lot in which it has been successful is set out at Framework Schedule 2 and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at:

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

3.2 The Services covered by this Procurement have been sub-divided into 8 Lots, namely:

LOT	DESCRIPTION	MAXIMUM NUMBER OF SUPPLIERS
Lot 1	Business Consultancy	40
Lot 2	Finance	20
Lot 3	Audit	20
Lot 4	HR	20
Lot 5	Health and Community	50
Lot 6	Education	50
Lot 7	Infrastructure	40
Lot 8	ICT and Digital Services	40

3.3 Potential Providers have the opportunity to bid for all or any combination of the 8 Lots.

3.4 This Procurement will be evaluated in a 2 phased return. Phase 1, which consists of Lots 1, 2 and 3, must be submitted by 14/02/2017. Phase 2, which consists of Lots 4, 5, 6, 7 and 8, must be submitted by 09/05/2017. Please refer to paragraph 4.2 for full details of the procurement timetable.

3.5 The maximum number of Suppliers for each Lot may increase only where two or more Potential Providers have tied scores and are placed in the last position in respect of each Lot. In such cases, Potential Providers who are tied with the same score in the last position for each Lot shall be deemed to be one Supplier for the purpose of calculating the maximum number of Suppliers for each Lot. The Authority reserves the right to award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position only AND up to a maximum of 5 additional Suppliers. For the avoidance of doubt, 40th is last position for Lots 1, 7 and 8. 20th is last position for Lots 2, 3 and 4. 50th is last position for Lots 5 and 6.

3.6 Where two or more Potential Providers have tied scores and are in any position except for the last position for each Lot, the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance

where three Potential Providers are tied in the third position they will occupy that third position as well as the 4th and 5th positions respectively for the purpose of calculating the maximum number of Suppliers in respect of the Lot in question. An example illustrating paragraph 3.4 and this paragraph is shown below:

EXAMPLE – MAXIMUM NUMBER OF SUPPLIERS = 10				
Rank	Supplier	Final Score	Place Awarded	Reasoning
1	Potential Provider A	100.00	Yes	
2	Potential Provider B	89.48	Yes	
3	Potential Provider C	88.61	Yes	Tied places in any other place than last will take respective rank positions as detailed.
4	Potential Provider D	88.61	Yes	
5	Potential Provider E	88.61	Yes	
6	Potential Provider F	85.16	Yes	
7	Potential Provider G	74.93	Yes	
8	Potential Provider H	63.20	Yes	
9	Potential Provider I	58.41	Yes	
10	Potential Provider J	55.56	Yes	

3.7 Details of the estimated value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

4. PROCUREMENT TIMETABLE

4.1 The anticipated timetable for this Procurement is set out in the table below.

4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

PHASE 1 TIMETABLE – LOTS 1-3	
DATE	ACTIVITY
20 th December 2016	Despatch of the OJEU Contract Notice
21 st December 2016	Clarification period starts
17:00.00 GMT 31 st January 2017	Clarification period closes (“ Tender Clarifications Deadline ”)
17:00.00 GMT 7 th February 2017	Deadline for the publication of responses to Tender Clarification questions
15:00.00 GMT 14 th February 2017	Deadline for submission of Tenders to the Authority (“ Tender Submission Deadline ”)
15 th June 2017	Intention to award notices issued to successful and unsuccessful Potential Providers.
16 th June 2017 to 26 th June 2017	10 day Standstill Period (in accordance with Regulation 87)
27 th June 2017	Expected execution (signature) date for Framework Agreement
30 th June 2017	Expected commencement date for Framework Agreement

PHASE 2 TIMETABLE LOTS 4-8	
DATE	ACTIVITY
20th December 2016	Despatch of the OJEU Contract Notice
21 st December 2016	Clarification period starts
17:00.00 GMT 31 st January 2017	Clarification period closes (" Tender Clarifications Deadline ")
17:00.00 GMT 7 th February 2017	Deadline for the publication of responses to Tender Clarification questions
15:00.00 GMT 14th February 2017	Deadline for the submission of responses to Attachment 2 – Selection Questionnaire to the Authority.
15:00.00 GMT 9 th May 2017	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
7 th September 2017	Intention to award notices issued to successful and unsuccessful Potential Providers.
8 th September 2017 to 18 th September 2017	10 day Standstill Period (in accordance with Regulation 87)
19 th September 2017	Expected execution (signature) date for Framework Agreement
22 nd September 2017	Expected commencement date for Framework Agreement

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this Procurement, you are required to submit a Tender which fully complies with the instructions in this document and in its Attachments. For the avoidance of doubt, a Potential Provider applying for multiple Lots is only required to submit one complete Tender Response detailing all the Lots for which it is applying in accordance with SQ1.3a of the Selection Questionnaire.
- 5.2 Question 1.3 of Attachment 2 - Selection Questionnaire asks you to list the Lot(s) you are bidding for.
- 5.3 Question 1.4 of Attachment 2 - Selection Questionnaire asks you to upload Attachment 13 – Framework Service Information Template. Attachment 13 – Framework Service Information Template details all the specialisms/services/capabilities you can deliver for Lots 2, 3, 4, 5, 6, 7 and 8. Please be aware you should list every specialisms/services/capabilities you can deliver within the Lots selected at question 1.3. If you do not list one of the specialisms/services/capabilities listed you will not be able to amend your list of the specialisms/services/capabilities offered at a later date or bid for any contracts containing specialisms you have not selected throughout the lifetime of the Framework Agreement.
- 5.4 You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
- 5.5 The information and documents that you are required to complete and return in order to submit a compliant Tender are:
- Attachment 2 Selection Questionnaire (in the e-Sourcing Suite);
 - Attachment 3 Award Questionnaire Phase 1 (in the e-Sourcing Suite);
 - Attachment 4 Award Questionnaire Phase 2 (in the e-Sourcing Suite);
 - Attachment 10 Pricing Matrix Phase 1 (uploaded as an attachment in the e-Sourcing Suite to PQ1);
 - Attachment 11 Pricing Matrix Phase 2 (uploaded as an attachment in the e-Sourcing Suite to PQ2);
 - Attachment 13 Framework Service Information Template
 - Attachment 14 Framework Agreement Population Template (uploaded as an attachment in the e-Sourcing Suite to SQ1.5).
- 5.6 It is your responsibility to ensure that you submit a fully compliant Tender.
- 5.7 You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
- 5.8 Allow plenty of time for the entering of responses into the e-Sourcing Suite – do not leave it until the day of the Tender Submission Deadline.
- 5.9 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see Attachment 9 - Supplier Guidance.
- 5.10 For worked examples of what is required of Potential Providers when bidding for this Procurement please refer to Annex 1 – Bidding Instructions – Worked Examples.
- 5.11 **Additional Materials, Documents and Attachments**
- 5.12.1 You must adhere to the following instructions;

- 5.12.2 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
- 5.12.3 Any additional documents requested by the Authority must only be attached at the Question Level (not at Questionnaire Level and not at RFX Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested.

5.12 Phased Return

- 5.13.1 This Procurement will be evaluated in a 2 phased return.
- 5.13.2 Potential Providers are advised to take note of the procurement timetable found at paragraph 4.2 for details of when they are required to submit their Tender for each specific Lot they are tendering for.
- 5.13.3 Potential Providers should note, if you are submitting a Tender for phase 1 **OR** phase 2, you are required to submit your response to Attachment 2 – Selection Questionnaire in the Phase 1 event within the e-sourcing suite by 14th February 2017 as per Paragraph 4.2 of this document.
- 5.13.4 Potential Providers submitting Tenders for Lots contained within phase 2, namely Lots 4, 5, 6, 7 and 8, will then have until 9th May 2017 to insert their responses to Attachment 4 – Award Questionnaire phase 2 and Attachment 9 – Pricing Matrix phase 2, in the phase 2 event within the e-sourcing suite.
- 5.13.5 **Phase 1** will be evaluated first, with an expected execution (signature) date for the Framework Agreement of 27th June 2017 following this, **Phase 2** will be evaluated, with an expected execution (signature) date for the Framework Agreement of 19th September 2017.
- 5.13.6 Please note if you register for Phase 2 you will be invited to Phase 1 RFX event and Phase 2 RFX event.

5.13 Data Entry

- 5.14.1 A fully compliant Tender must adhere to the following instructions;
- 5.14.2 All responses must be inserted into the relevant Bid Field unless an attachment is additionally permitted. Only information entered into the relevant Bid Field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender. For the avoidance of doubt no attachments will be permitted for questions AQA1 – AQE1 of Attachment 3 – Award Questionnaire phase 1, or for questions AQA1 – AQK1 of Attachment 4 – Award Questionnaire phase 2.
- 5.14.3 The Tender must be submitted in the English (UK) language.
- 5.14.4 All prices must be shown including VAT and in British Pounds.
- 5.14.5 You must answer all questions accurately and as fully as possible, within the word / character limits specified.
- 5.14.6 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
- 5.14.7 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.

5.14.8 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.

5.14 Deadline for the submission of Tenders

5.15.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).

5.15 Late Tenders:

5.16.1 Tenders received on or after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.

5.16 Uploading and submitting a Tender

5.17.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.

5.17.2 All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.

5.17.3 Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Attachment 9 – Supplier Guidance for details of how to formally submit the Tender.

5.17.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any requested attachments, through the e-Sourcing Suite. You cannot modify your Tender after the Tender Submission Deadline.

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

5.17.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 240 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

5.17.7 Please ensure you have submitted answers to Attachment 2 – Selection Questionnaire, in the phase 1 event within the e-sourcing suite.

5.17.8 You are responsible for ensuring your responses to the questions posed in Attachments 3 Award Questionnaire Phase 1 and Attachment 4 – Award Questionnaire Phase 2, are submitted to the correct event in the e-sourcing suite. For the avoidance of doubt, Award Questionnaire Phase 1 responses covering Lots 1, 2 and/or 3 should be entered in the phase 1 event. Award Questionnaire phase 2 responses for Lots 4, 5, 6, 7 and/or 8 should be entered in the phase 2 event.

5.17 Confidentiality

5.18.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.

5.18.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).

- 5.18.3 Customer contacts named in the Selection Questionnaire do not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 5.18.4 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 Contracting Authorities.

5.18 **Cyber Essentials Scheme**

- 5.19.1 To be awarded a Contract successfully it will be essential for the Supplier to meet the basic requirements of the Cyber Essentials Scheme, introduced in June 2014. 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>

- 5.19.2 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 cheapest way to demonstrate compliance.
- 5.19.3 The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and Cyber Essentials Plus 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.
- 5.19.4 Suppliers shall comply with the basic requirements prescribed by Cyber Essentials.
- 5.19.5 For the avoidance of doubt, no agreement will be signed with a Supplier who does not demonstrate that 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, in the absence of appropriate verification by an independent Certification Body acceptable to the Authority.
- 5.19.6 Similarly no Sub-Contractor may be used until it has demonstrated that it meets the basic Cyber Essentials requirements too. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

6. **CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)**

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Attachment 2 - Selection Questionnaire, will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.

- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.
- 6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the "**Potential Provider**"), subject to paragraph 6.6 below.
- 6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8), no organisation other than the Potential Provider will be able to provide Services through the Framework Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.5 **Sub-contracting proposals:**
- 6.5.1 You need to complete question SQ1.2(b) in the Selection Questionnaire if you propose to use one or more Sub-Contractors.
- 6.5.2 The Authority does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Framework Agreement (including under any Call-Off Contract). There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Framework Agreement. Please read the definition of Sub-Contractor in Paragraph 13.
- 6.5.3 If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.
- 6.5.4 Your Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor's role, capability and experience as the context of the question requires.
- 6.5.5 The Supplier shall act as the Prime Supplier responsible for the delivery of all the Services required under this Framework Agreement. Whilst the use of approved third parties/sub-contractors is permitted, the Supplier will manage, control and maintain all Contracting Authority facing activities.
- 6.6 **Group of Economic Operator proposals:**
- 6.6.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Contract.
- 6.6.2 Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic

Operators to nominate a Framework Guarantor for the single legal entity's performance of the Framework Agreement.

- 6.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to and complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.6.4 The Lead Contact should complete question SQ1.2(a) in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
- 6.6.6 More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role, capability and experience as the context of the question requires.

6.7 **Queries**

- 6.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph 7.

6.8 **Changes to the contracting arrangements**

- 6.8.1 The Authority recognises that arrangements in relation to sub-contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 25 of Attachment 5a - Framework Agreement.

6.9 **Declaration of Compliance**

- 6.9.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within Attachment 8 - Declaration of Compliance. You do this in Part A of the Selection Questionnaire. If you do not answer Yes to this confirmation you will be excluded from this

Procurement. This provides the Authority with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and Attachment 7 - Terms of Participation.

7. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable in set out paragraph 4.2). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 All clarifications regardless of which Lot must be sent through RFX Phase 1 before the clarification deadline of 31st January 2017.
- 7.3 The Tender Clarifications Deadline for Phase 1 and Phase 2 will be the same. For the avoidance of doubt the Tender Clarifications Deadline for Phase 1 and Phase 2 will be at 17:00pm on 31st January 2017 (see the Procurement Timetable in set out paragraph 4.2).
- 7.4 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by you in the "Attachments" section of the on line e-Sourcing Suite.
- 7.5 If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.
- 7.6 Questions asked and or clarifications raised may be responded to in batches by the Authority, rather than one at a time.
- 7.7 Due to the festive period a questions and answers document will be issued 23rd December 2016 and the next questions and answers document will be issued 9th January 2017. You may still ask questions and or raise clarifications during this period.
- 7.8 If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers
- 7.9 You are responsible for monitoring the e-Sourcing Suite and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.
- 7.10 The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

8. OVERVIEW OF THE EVALUATION PROCESS

- 8.1 Paragraphs 10 and 11 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

- 8.1.1 Compliance/validation – The Authority will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the online ‘Key Participation Requirements’ section. Non-compliant Tenders may be excluded from this Procurement by the Authority.
- 8.1.2 Selection - The Authority will assess your responses to Attachment 2 - Selection Questionnaire in accordance with paragraph 10 below (“Selection Stage”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.
- 8.1.3 Award - The Authority will assess your response to Attachment 3 - Award Questionnaire Phase 1 and Attachment 4 – Award Questionnaire Phase 2 in accordance with paragraph 11 below (“Award Stage”).

8.2 **Consensus Marking Procedure**

- 8.2.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection Stage and the Award Stage.
- 8.2.2 The Consensus Marking Procedure is a two step process, comprising of:
 - 8.2.2.1. independent evaluation; and
 - 8.2.2.2. group consensus marking.
- 8.2.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators’ marks and related justifications will be recorded separately in the e-Sourcing Suite.
- 8.2.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus manager as follows:
 - 8.2.4.1. The consensus manager will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
 - 8.2.4.2. The consensus manager will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus manager will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
 - 8.2.4.3. During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider’s answer to the question.

- 8.2.4.4. The consensus manager will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.
- 8.2.4.5. The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 8.2.4.6. When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus manager to ensure no further modifications are made to the consensus marks and justifications.

9. COMPLIANCE/VALIDATION STAGE

- 9.1 Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders may, including in the event further questions are asked or clarification is sought by the Potential Providers but fail to produce a satisfactory response, be rejected by the Authority without proceeding to the next stage of evaluation.
- 9.2 If you cannot answer 'Yes' to the questions in the 'Participation Requirements' section (Attachment 2 – Participation Requirements and Selection Questionnaire and Evaluation Guidance) PR1, PR2 and PR3, your Tender shall be excluded from further participation in this Procurement.
- 9.3 If you cannot answer 'Yes' to the questions in the 'Participation Requirements' section (Attachment 2 – Participation Requirements and Selection Questionnaire and Evaluation Guidance) PR4, PR5 and PR6 your submission of a compliant Tender is at significant risk.
- 9.4 Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

10. SELECTION STAGE EVALUATION

- 10.1 The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your suitability to pursue a professional activity, economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from this Procurement.
- 10.2 Stage 1 - Selection Questionnaire sections 2, 3 and 4 – Grounds for Exclusion
 - 10.2.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in Section 2 of Attachment 2 - Selection Questionnaire then, subject to paragraph 10.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).
 - 10.2.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to Section 3 (Discretionary grounds for exclusion) of Attachment 2 - Selection Questionnaire apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 10.2.3, that your Tender will be excluded from this Procurement.
 - 10.2.3 'Self Cleaning' (Covering both mandatory and discretionary exclusion)

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

- (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

10.3 **Stage 2 – Selection Questionnaire section 5 – Economic and Financial Standing**

10.3.1 The information you submit in response sections [1.1] Potential Provider Information and [1.2] Bidding Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1a that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor’s economic and financial standing in accordance with this paragraph 10.3.

10.3.2 The Authority uses a credit reference agency as the first step in determining financial risk. The Authority will request a credit reference agency financial risk/failure score based on the information provided in response to the Selection Questionnaire. The report provided by the credit reference agency will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency is 51 or more, then your Tender will proceed to Stage [3] of the Selection Stage evaluation process.

10.3.3 If any of the following circumstances arise:

- (a) the score provided by the credit reference agency is less than 51;
- (b) no standard credit reference agency score is available for your organisation,

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

- (a) a statement of your turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading;
- (b) a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or

- (c) an alternative means of demonstrating financial status.
- 10.3.5 The Authority will use the information described in paragraph 10.3.4, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is acceptable. This will be performed using the Authority's financial assessment template that can be viewed at Attachment 12 – Financial Assessment Template, which covers a range of financial risk indicators.
- 10.3.6 If the Authority then determines (in accordance with paragraph 10.3.5 that the financial risk is determined as being acceptable, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 10.3.7 If the Authority determines (in accordance with paragraph 10.3.5 that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 10.3.2 to 10.3.7 in respect of the proposed Framework Guarantor.
- 10.3.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at 10.3.4 has not been provided, then the Tender will be excluded from further involvement in the procurement.
- 10.3.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 10.3.2 to 10.3.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains unacceptable, the Tender will be excluded from further involvement in this Procurement.
- 10.4 Stage 3 - Selection Questionnaire SQ6 - Technical and Professional Ability**
- 10.4.1 Responses to the questions in Section 6 will be assessed and awarded a 'pass' or a 'fail' based on the criteria set out in the Attachment 2 and Attachment 2b (Previous Supply).
- 10.4.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure as described within paragraph 8.2 of this document.
- 10.4.3 If, following completion of the assessment of responses in Section 6 if any response to question is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 11) and will be disqualified from further consideration for the purposes of this procurement.
- 10.5 Selection of Tenders for the Award Stage evaluation**
- 10.5.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
- 10.5.1.1. pass the compliance checks stated in paragraph 9.1.1;

- 10.5.1.2. are not excluded under the provisions of Stage 1 above;
- 10.5.1.3. meet the economic and financial standing requirements at Stage 2 above;
- 10.5.1.4. meet the standards set out in Regulation 58 at Stage 3 above; and
- 10.5.1.5. achieve a 'Pass' to all the questions in Stage 3 above, will proceed to the Award Stage evaluation (as described in paragraph 11). All other Tenders will be excluded from this Procurement.

10.6 **Selection Stage – Evaluation Summary Table**

Part 1 : Potential Providers Information			Evaluated
Section 1.1 – Potential Provider Information			
SQ1.1(a)	Potential Provider name	Compliance	
SQ1.1(b) (i)	Registered office address	Compliance	
SQ1.1(b) (ii)	Registered website address	Compliance	
SQ1.1(c) (i)	Trading status	Compliance	
SQ1.1(c) (ii)	Trading status – other details		
SQ1.1(d)	Date of registration in country of origin	Compliance	
SQ1.1(e)	Company registration number	Compliance	
SQ1.1(f)	Charity registration number	Compliance	
SQ1.1(g)	Head office DUNS number	Compliance	
SQ1.1(h)	Registered VAT number	Compliance	
SQ1.1(i) (i)	Professional or Trade Body Registration	Compliance	
SQ1.1(i) (ii)	Professional or Trade Body Registration - Details	Compliance	
SQ1.1(j) (i)	Organisation/Services Membership	Compliance	
SQ1.1(j) (ii)	Organisation/Services Membership - Details	Compliance	
SQ1.1(k)	Trading Name	Compliance	
SQ1.1(l)	Relevant classifications	Compliance	
SQ1.1(m)	SME	Compliance	
SQ1.1(n)	Details of Immediate Parent Company	Compliance	
SQ1.1(o)	Details of Ultimate Parent Company	Compliance	
Section 1.2 - Bidding Model			

SQ1.2(a) (i)	Group of Economic Operators - Lead	Compliance	
SQ1.2(a) (ii)	Group of Economic Operators - Name	Compliance	
SQ1.2(a) (iii)	Group of Economic Operators - Legal Structure	Compliance	
SQ1.2(a) (iv)	Group of Economic Operators - Details	Compliance	
SQ1.2(b) (i)	Sub-Contractors	Compliance	
SQ1.2(b) (ii)	Sub-Contractors - Details	Compliance	
SQ1.3(a)	Lot Selection	Information	
SQ1.4	Framework Service Information Template	Information	
SQ1.5	Framework Population Template	Information	
Section 2 – Grounds for Mandatory Exclusion			
SQ2.1(a) to SQ2.1(e)	Grounds for Mandatory Exclusion (ineligibility)	Evaluation	Pass/Fail
Section 3 – Grounds for Discretionary Exclusion			
SQ3.1(a) to SQ3.2	Grounds for Discretionary Exclusion (ineligibility)	Evaluation	Pass/Fail
Section 4 – Economic and Financial Standing			
SQ4.1(a) to SQ4.1(d)	Financial Risk Assessment	Evaluation	Pass/Fail
Section 5 – Group of Economic Operators (Further Information)			
SQ5.1 to 5.4	Group of Economic Operators	Evaluation	Pass/Fail
Section 6: Technical and Professional Ability – Previous Supply			
SQ6.1(a)	Proof of Previous Supply	Evaluation	Pass/Fail
Section 7: Modern Slavery Act 2015			
SQ7.1(a) to SQ7.1(d)	Modern Slavery Act 2015	Evaluation	Pass/Fail
Section 8: Additional Questions			
SQ8.1(a) to SQ8.1(c)	Insurance	Evaluation	Pass/Fail
SQ8.2(a) to SQ8.2(c)	Skills and Apprentices	Evaluation	Pass/Fail
SQ8.3	Cyber Essentials Scheme	Evaluation	Pass/Fail

11. AWARD STAGE EVALUATION

11.1 Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 11.

11.2 The Award Stage evaluation will comprise of:

11.1.1 an evaluation of Potential Providers answers to the Award Questionnaire ("**Quality Evaluation**"); and

11.1.2 an evaluation of the prices tendered in response to the Price Information ("**Price Evaluation**")

11.3 The maximum possible score capable of being achieved by a Potential Provider (for any Lot for which they have competed) will be 100 points (being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively i.e. 75 + 25).

11.4 Potential Providers should note that the Award Stage evaluation will be carried out in 2 phases. Phase 1 will consist of Lots 1, 2 and 3. Phase 2 will consist of Lots 4, 5, 6, 7 and 8. Please see the Procurement Timetable at paragraph 4.2 for details of timescales.

11.5 Available scores summarised by Lot

LOT	QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
<i>Phase 1 Evaluation</i>			
Lot 1	75	25	100
Lot 2	75	25	100
Lot 3	75	25	100
<i>Phase 2 Evaluation</i>			
Lot 4	75	25	100
Lot 5	75	25	100
Lot 6	75	25	100
Lot 7	75	25	100
Lot 8	75	25	100

11.6 Most Economically Advantageous Tender

11.6.1 This procurement will be awarded on the basis of the Most Economically Advantageous Tender. The Authority will assess which Tender constitutes

the most economically advantageous Tender amongst those offered with the methodology as detailed in Section 11 and Section 12.

- 11.6.2 All Potential Providers who's Tender meets or exceeds the Minimum Quality Threshold as detailed in paragraph 11.6.3 will progress to the Price Evaluation stage as detailed in Section 11.8 of this ITT. Any Potential Provider who's Tender fails to achieve the Minimum Quality Threshold will be excluded from further participation in this Procurement.
- 11.6.3 Potential Providers who obtain a 'fail' against the mandatory question AQA1 in Section A of the Award Questionnaire and/or fail to achieve or exceed a total weighted score of 64 for Award Questionnaire Phase 1 and 66 for Award Questionnaire Phase 2 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

11.7 Quality Evaluation Process

- 11.7.1 The evaluation of each response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure as described within paragraph 8.2 of this document.
- 11.7.2 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

- 11.7.3 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Weighted Score Available for that question. The Maximum Weighted Score Available for each question is set out under the column headed Maximum Weighted Score Available in the table at paragraph 11.7.4 below. For example if a Potential Provider achieved a mark of 50 out of 100 for a question, it would equate to 50%; so, where the Maximum Score Available is 2, the Potential Provider would therefore score 1 for that question.
- 11.7.4 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**").

Overview of Quality Evaluation (quality criteria and Maximum Weighted Score available)

Phase 1

Section		Marking Scheme	Weighted Score Available
SECTION A – MANDATORY QUESTIONS FOR ALL LOTS			
AQA1	Mandatory Requirements	Pass/Fail	N/A
SECTION B – SCORED SPECIFIC QUESTIONS LOTS 1-3			
AQB1	All Lots - Knowledge Transfer and Upskilling	100/66/33/0	35
AQB2	All Lots - Multiple Projects	100/66/33/0	35
SECTION C – SCORED LOT SPECIFIC QUESTIONS LOT 1 BUSINESS CONSULTANCY			
AQC1	Lot 1 – Project Delivery	100/66/33/0	30
SECTION D - SCORED LOT SPECIFIC QUESTION LOT 2 FINANCE			
AQD1	Lot 2 – Financial Advice and Assurance	100/66/33/0	30
SECTION E - SCORED LOT SPECIFIC QUESTION LOT 3 AUDIT			
AQE1	Lot 3 – Process Compliance	100/66/33/0	30

Phase 2

Section		Marking Scheme	Weighted Score Available
SECTION A – MANDATORY QUESTIONS FOR ALL LOTS			
AQA1	Mandatory Requirements	Pass/Fail	N/A
SECTION F – SCORED LOT SPECIFIC QUESTIONS LOTS 4 - 8			
AQF1	Lessons Learned and Continuous Improvement	100/66/33/0	50
SECTION G – SCORED LOT SPECIFIC QUESTION LOT 4 HR			
AQG1	Lot 4 – HR Advice and Assurance	100/66/33/0	50
SECTION H – SCORED MANDATORY QUESTION LOT 5			

HEALTH AND COMMUNITY			
AQH1	Lot 5 – Health and Community Advice and Assurance	100/66/33/0	50
SECTION I – SCORED MANDATORY QUESTION LOT 6 EDUCATION			
AQI1	Lot 6 – Education Advice and Assurance	100/66/33/0	50
SECTION J – SCORED MANDATORY QUESTION LOT 7 INFRASTRUCTURE ADVICE			
AQJ1	Lot 7 – Infrastructure Advice and Assurance	100/66/33/0	50
SECTION K – SCORED MANDATORY QUESTION LOT 8 ICT AND DIGITAL			
AQK1	Lot 8 - ICT and Digital Advice and Assurance	100/66/33/0	50

11.8 Price Evaluation Process

- 11.8.1 You must ensure you read and understand the instructions page within Attachments 9 before submitting your Framework Prices.
- 11.8.2 Potential Providers should note that as per the Award Stage evaluation, the Price Evaluation will be carried out in 2 phases. Phase 1 will consist of Lots 1, 2 and 3. Phase 2 will consist of Lots 4, 5, 6, 7 and 8. Please see the Procurement Timetable at paragraph 4.2 for details of timescales.
- 11.8.3 Where a price is required, you must enter a figure to two decimal places excluding VAT in British pounds sterling.
- 11.8.4 You must complete all the cells highlighted green for each Lot you are bidding for, this information will be evaluated and form the Pricing Evaluation for each Lot you are bidding for. Failure to insert an applicable price may result in your tender being deemed non-compliant and may be rejected and excluded from further participation in this procurement.
- 11.8.5 Each Lots pricing will be evaluated on the basis of time and materials for each consultancy grade listed.
- 11.8.6 Potential Providers must ensure that the value for each grade is in ascending order, i.e. the price for the next grade exceeds the price of the previous grade.
- 11.8.7 Each consultancy grade will be evaluated independently with its own maximum weighted price score detailed in paragraph 11.9.
- 11.8.8 Each consultancy grade's score will then be added together to give a total Price Score up to a maximum of 25.00.
- 11.8.9 The Authority is requesting information as to whether Potential Providers are able to offer a Retrospective Rebate. Should you wish to offer a Retrospective Rebate you will need to enter a retrospective rebate as a

monetary value in the cells highlighted purple for each relevant Lot. If you cannot offer a Retrospective Rebate please enter 0.00.

- 11.8.10 Please be aware the Retrospective Rebate is for information only and will not be evaluated but will be incorporated into Framework Agreement Schedule 3 – Framework Prices and Charging Structure and form the basis of the Contracting Body(s) Call off Agreement.
- 11.8.11 Information in the cells highlighted purple will not be evaluated or form part of the Pricing Evaluation. In this procurement the information provided in cells highlighted green and purple will be incorporated into Framework Agreement Schedule 3 – Framework Prices and Charging Structure and form the basis of the Contracting Body(s) Call off Agreement.
- 11.8.12 You must ensure all information in the cells highlighted green and Purple is accurate. All prices submitted should be the maximum prices payable for these Services and any prices submitted to a further competition held in accordance with Framework Schedule 5 - (Call Off Procedure) shall be equal to or lower than the Framework Prices.
- 11.8.13 The Potential Provider who offers the lowest price for a consultancy grade will achieve 100% of the Maximum Weighted Price Score Available for that consultancy grade.
- 11.8.14 Every other Potential Provider who submitted a price for that consultancy grade will be ranked from lowest to highest price and will be awarded a percentage of the Maximum weighted price score available on a reducing basis based on the price submitted versus the lowest price submitted. The process is illustrated in the example below.

The calculation used is the following:

$$\text{Score} = \frac{\text{lowest price Tendered}}{\text{Tender price}} \times [] \text{Maximum weighted price score Available}$$

Example:

- Potential Provider A achieves the lowest price of £1,000. Potential Provider A is awarded the Maximum weighted price score Available of 2;
- Potential Provider B submits a price of £2,000. As the price is twice as expensive as Potential Provider A's price, Potential Provider B is awarded 50% of the Maximum weighted price score Available, namely 1;
- Potential Provider C submits a price of £2,500 and is awarded 40% of the Maximum weighted price score Available, namely 0.8.

11.9 Price Evaluation methodology

- 11.9.1. The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
- 11.9.2. If the price you have provided is abnormally low the Authority may reject your Tender. The steps the Authority will take in this event are as follows:

- 11.9.2.1. to request in writing an explanation of the abnormally low basket price, which may include explanations of one or more of the following;
- a) the economics of the Services provided;
 - b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
 - c) the originality of the Services;
 - d) your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
 - e) your compliance with the sub-contracting obligations referred to in Regulation 71;
 - f) the possibility of you obtaining state aid;
- 11.9.2.2. to take account of the evidence provided by the Potential Provider in response; and
- 11.9.2.3. to subsequently verify with them the basket price being abnormally low.
- 11.9.3. The Price Evaluation process and resultant ranking of Potential Providers (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in this Procurement process.
- 11.9.4. You must upload the completed Attachment 9 (Pricing Matrix) into the e-Sourcing Suite in the Pricing Questionnaire to question PQ1. You must rename the file to include your organisations name i.e [yourorganisationnamePricingMatrix].
- 11.9.5. For each Lot you are applying you must complete tab(s) Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, lot 7 and / or 8.
- 11.9.6. Potential Providers pricing shall be exclusive of expenses.
- 11.9.7. Pricing shall be:
- 11.8.9.1. based on an eight (8) hour Working Day; and
 - 11.8.9.2. to the nearest £10.
- 11.9.8. A definition of the grade structure can be found in the tab titled 'Grade Structure' of Attachment 9 (Pricing Matrix).
- 11.9.9. Potential Providers are not permitted to enter zero bids.
- 11.9.10. You must not alter, amend or change the format or layout of Attachment 9 (Pricing Matrix) in any way. You must not insert or attach any notes or comments into any of the worksheets. Any such additional information will be disregarded by the Authority.
- 11.9.11. The Price Score Weighted is set out below for the Lots:

Lot 1, 4, 5, 6, 7 and 8

Grade	Price Score Weighted (%)
-------	--------------------------

Partner / Managing Director	3
Managing Consultant / Associate Director / Director	7
Principal Consultant	6
Senior Consultant / Manager	5
Consultant	3
Junior Consultant	1
Total	25

Lot 2

Grade	Price Score Weighted (%)
Partner / Director Accountant / Auditor	3
Managing Accountant / Auditor	7
Principal Accountant / Auditor	6
Senior Accountant / Auditor	5
Accountant / Auditor	3
Junior Accountant / Auditor	1
Total	25

Lot 3

Grade	Price Score Weighted (%)
Partner / Director of Audit	3

Senior Audit Manager	7
Audit Manager	6
Lead Auditor	3
Junior Auditor	1
Total	25

11.9.12. For each grade the Potential Provider with the lowest daily rate shall be awarded the Maximum Weighted Price Score. The calculation used is the following:

$$\text{Mark} = \frac{\text{lowest daily rate tendered}}{\text{daily rate}} \times \text{Maximum Weighted Price Score}$$

11.9.13. The tables below shows a worked example for Lot 2.

For partner / managing director, Potential Provider A submitted £1000 which is the lowest daily tendered rate, which using the calculation in 11.8.12 left them with a weighted score of 3 for this grade. $\text{£1000}/\text{£1000} \times 3 = 3$.

Potential Provider B submitted £1200, which using the calculation at 11.8.12 left them with a weighted score of 2.5. $\text{£1000}/\text{£1200} \times 3 = 2.5$

Potential Provider C submitted 1700, which using the calculation at 11.8.12 left them with a weighted score of 1.7. $\text{£1000}/1700 \times 3 = 1.76$.

This Process is repeated for each Grade for each supplier. The Price Score Weighted is then added together to provide the Total Price Score Weighted for that Lot.

Potential Provider A

Grade	Daily Rate (£)	Price Score Weighted (%)
Partner / Managing Director	1000	3
Managing Consultant / Associate Director / Director	900	7
Principal Consultant	800	6

Senior Consultant / Manager	500	5
Consultant	400	3
Junior Consultant	300	1
Total Price Score Weighted		25

Potential Provider B

Grade	Daily Rate (£)	Price Score Weighted (%)
Partner / Managing Director	1200	2.5
Managing Consultant / Associate Director / Director	1000	6.3
Principal Consultant	900	5.33
Senior Consultant / Manager	600	4.16
Consultant	500	2.4
Junior Consultant	400	0.75
Total Price Score Weighted		21.44

Potential Provider C

Grade	Daily Rate (£)	Price Score Weighted (%)
Partner / Managing Director	1700	1.76
Managing Consultant / Associate Director / Director	1500	4.2
Principal Consultant	1000	4.8
Senior Consultant / Manager	900	2.78
Consultant	700	1.71
Junior Consultant	600	0.5
Total Price Score Weighted		15.75

Summary

	Price Score Weighted
Potential Provider A	25
Potential Provider B	21.44
Potential Provider C	15.75

12. FINAL DECISION TO AWARD

- 12.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Potential Providers who offer the most economically advantageous Tenders will be awarded a Framework Agreement.
- 12.2 The most economically advantageous Tenders for Lots 1, 7 and 8 will be the top 40 Potential Providers scoring the highest ranking Final Score.
- 12.3 Where the Final Score achieved by multiple Potential Providers ranks them in equal 40th position in Lots 1, 7 and 8 then all Potential Providers ranked in 40th position will be awarded a Framework Agreement.

- 12.4 The Authority reserves the right to award a Framework Agreement to additional Potential Providers where their Final Score is within 1 % of the original awarded last place position only up to an additional 5 suppliers. For the avoidance of doubt last position on Lots 1, 7 and 8 is 40th position.
- 12.5 The most economically advantageous Tenders for Lots 2, 3 and 4 will be the top 20 Potential Providers scoring the highest ranking Final Score.
- 12.6 Where the Final Score achieved by multiple Potential Providers ranks them in equal 20th position in Lots 2, 3 and 4 then all Potential Providers ranked in 20th position will be awarded a Framework Agreement.
- 12.7 The Authority reserves the right to award a Framework Agreement to additional Potential Providers where their Final Score is within 1 % of the original awarded last place position only up to an additional 5 suppliers. For the avoidance of doubt last position on Lots 2, 3 and 4 is 20th position.
- 12.8 The most economically advantageous Tenders for Lots 5 and 6 will be the top 50 Potential Providers scoring the highest ranking Final Score.
- 12.9 Where the Final Score achieved by multiple Potential Providers ranks them in equal 50th position in Lots 5 and 6 then all Potential Providers ranked in 50th position will be awarded a Framework Agreement.
- 12.10 The Authority reserves the right to award a Framework Agreement to additional Potential Providers where their Final Score is within 1 % of the original awarded last place position only up to an additional 5 suppliers. For the avoidance of doubt last position on Lots 5 and 6 is 50th position.
- 12.11 The Authority will inform you, along with all other Potential Providers of its intention to award a Framework Agreement via the e-Sourcing Suite.
- 12.12 Should one of the Potential Providers within the top ranked 40 for Lots 1, 7 and 8 decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 12.13 Should one of the Potential Providers within the top ranked 20 for Lots 2, 3 and 4 decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 12.14 Should one of the Potential Providers within the top ranked 50 for Lots 5 and 6 decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 12.15 Following a Standstill Period of 10 days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 12.16 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.

- 12.17 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

13. GLOSSARY

Advice and Assurance	means the provision of advice and assurance of implementation. This includes strategic assessment and advice on key business processes, evaluation of current practices and to propose ways in which the services can be improved to provide efficiencies. This also includes assurance and scrutiny on how projects and programmes are progressing against milestones, outputs and outcomes
Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means the Minister for the Cabinet Office (“ Cabinet Office ”) represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP.
Award Questionnaire	means the award questionnaire a copy of which is provided at Attachment 3 and set out in the on line e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 11;
Bid Fields	mean the bid fields set out in the on line e-Sourcing Suite;
Call-Off Agreement	means an agreement between a Potential Provider and the Contracting Authority before the signing of the Call-Off Contract;
Call-Off Contract	means a contract awarded by a Contracting Authority under the terms of the Framework Agreement a draft of which is at Attachment 4. The template call-off contract terms and conditions, to be used for every Call-Off Contract awarded under the terms of the Framework Agreement, are at Attachment 5;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.2;
Contracting Authority	means the Authority and/or any other contracting authorities (within the meaning of the Regulations) described in the OJEU Contract Notice;
e-Auction	means the procurement tool used by the Authority, using web-based software which allows Potential Providers to compete online and in ‘real time’, providing prices for the Services under auction.
e-Sourcing Suite	means the online tender management and administration system used by the Authority;

Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 11.9;
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule [13] (Framework Guarantee) granted pursuant to Clause [8] of the Framework Agreement (Guarantee);
Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Schedule	means a schedule to the Framework Agreement;
Services	means the services that may be provided by Suppliers, as set out at Framework Schedule 2;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services;
Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement;
Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire)
Lot	means a discrete sub-division of the Services which are the subject of this Procurement as described in the OJEU Contract Notice;

Management Charge	means the sum paid by the Supplier to the Authority being an amount of 0.5 per cent of all charges for the services invoiced to Contracting Authorities (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call-Off Contract; The Authority may increase the CCS Management Charge percentage (which shall be 0.5% as at the Framework Commencement Date) at any point during the Framework Period up to a maximum of 2%
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 11.6.4;
Minimum Quality Threshold	means the minimum weighted score required to progress to the Price Evaluation stage as described in paragraph 11.5.3;
Occasion of Tax Non-Compliance	means: <ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: <ul style="list-style-type: none"> 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.

OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Potential Provider	has the meaning in paragraph 6.3;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 11.8.5;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authorities as described in the OJEU Contract Notice;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 11.6.3;
Regulations	means the Public Contracts Regulations 2015 http://www.legislation.gov.uk/uksi/2015/102/contents/made and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 8.1.2;
Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also http://ec.europa.eu/growth/smes
Standstill Period	has the meaning as set out in paragraph 12.16;

Sub-Contractor	<p>means a third party which:</p> <ul style="list-style-type: none"> a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the Services (or any part of them); <p>pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;</p>
Supplier	<p>means a Potential Provider with whom the Authority has concluded a Framework Agreement;</p>
Tender	<p>means the Potential Provider's formal offer in response to the Invitation to Tender;</p>
Tender Clarifications Deadline	<p>means the time and date set out in paragraph 4.2 for the latest submission of clarification questions;</p>
Tender Submission Deadline	<p>means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and</p>

ANNEX 1 – BIDDING INSTRUCTIONS - WORKED EXAMPLES

<p>I wish to apply for Lot 1 and Lot 8 can you clarify what I have to submit and when</p>	<p>Once you have registered on the CCS eSourcing system, you need to email expressionsofinterest@crownccommercial.gov.uk clearly stating the name and reference of the procurement and which phase you wish to register for i.e. Phase 1 and/or Phase 2; the name of the Potential Provider; and the name and contact details for the registered individual sending the email. Please request to be invited to RFX Phase 1 and RFX Phase 2.</p> <p>RFX event Phase 1 – you will need to complete the selection and award online questionnaires and upload your Lot 1 pricing by the deadline of 15:00 hrs on the 14th February 2017. For your Lot 1 submission please refer to paragraph 5 of Attachment 1 Invitation to Tender for further information on how to submit a compliant tender for Lot 1.</p> <p>RFX event Phase 2 – you will have completed the selection questionnaire in RFX Phase 1 event and submitted by the deadline of 15:00 hrs on the 14th February 2017. You will then need to complete the online award questionnaire and upload your Lot 8 pricing by the deadline of 15:00 hrs on the 9th May 2017. For your Lot 8 submission, please refer to paragraph 5 of Attachment 1 Invitation to Tender for further information on how to submit a compliant tender for Lot 8.</p>
<p>I wish to apply for Lot 5 only can you clarify which documents I have to submit and when</p>	<p>Once you have registered on the CCS eSourcing system you need to email expressionsofinterest@crownccommercial.gov.uk clearly stating the name and reference of the procurement and which phase you wish to register for i.e. Phase 1 and/or Phase 2; the name of the Potential Provider; and the name and contact details for the registered individual sending the email. Please request to be invited to RFX Phase 1 and RFX Phase 2</p> <p>RFX event Phase 1 – you will need to complete the online selection questionnaire ONLY by the deadline of 15:00 hrs on the 14th February 2017, for your Lot 5 submission, please refer to paragraph 5 of Attachment 1 Invitation to Tender for further information on how to submit a compliant tender.</p> <p>RFX event Phase 2 – you will then need to complete the online award questionnaire and upload your Lot 5 pricing by the deadline of 15:00 hrs on the 9th May 2017. For your Lot 5 submission, please refer to paragraph 5 of Attachment 1 Invitation to Tender for further information on how to submit a compliant tender.</p>
<p>I wish to bid or Lot 1 only</p>	<p>Once you have registered on the CCS eSourcing system you need to email expressionsofinterest@crownccommercial.gov.uk clearly stating the name and reference of the procurement and which phase you wish to register for i.e. Phase 1 and/or Phase 2; the name of the Potential Provider; and the name and contact details for the registered individual sending the email. Please request to be invited to RFX Phase 1 ONLY</p> <p>RFX event Phase 1 – you will need to complete the selection and award online questionnaires and upload your Lot 1 pricing by the deadline of 15:00 hrs on the 14th February 2017. For your Lot 1 submission please refer to paragraph 5 of Attachment 1 Invitation to Tender for further information on how to submit a compliant tender for Lot 1.</p>
<p>I wish to ask a clarification question, I am bidding for Lot 1 and Lot 7 which</p>	<p>All clarifications regardless of which Lot must be sent through RFX Phase 1 before the clarification deadline of 31st January 2017.</p> <p>The Authority in accordance with paragraph 5 of Attachment 1 Invitation to Tender will upload as an Attachment all Clarification Q&A logs to RFX Phase 1.</p>

RFX event do I submit my questions through.

Once RFX Phase 1 closes the Authority will also upload into the Attachment section the Final Clarification Q&A to RFX Phase 2.

Please note the deadline for clarification questions for all Lots is 31st January 2017.