

# **Invitation to Tender (ITT)**

**PR 2022 121**

**Provision of Service Desk**

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## 1. Introduction

This Procurement will establish a supplier contract for the Provision of Service Desk.

The contract will be for 3 years with an option to extend for a further 2 years.

This Contract will be between the successful Supplier and the Authority.

The Contract Provision of Service Desk is being offered under the CCS Framework RM6100 Technology Services 3 (Lot 3a) terms and conditions which will govern any resultant Contract.

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

This ITT contains the information and instructions that potential Providers 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.

Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of a Potential Provider's Tender from this Procurement. If a Potential Provider has read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in section 3.3. The Authority shall assume that Potential Providers fully accept this ITT and its Appendices where no questions are raised.

The Authority is using a CCS e-Sourcing Suite to manage this Procurement and to communicate with all participants. 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. Potential Providers must ensure that the details of the point of contact nominated are always accurate as the Authority will not be under any obligation to contact anyone other than the nominated person.

A comprehensive specification of the requirement is provided in the Order form and should be read carefully to ensure a full understanding of the CPS need.

This Invitation to Tender (ITT) template adheres to the [GCF Supplier Code of Conduct](#).

### 1.1 Background: Crown Prosecution Service (CPS)

The CPS is responsible for prosecuting most cases heard in the criminal courts in England and Wales. It is led by the Director of Public Prosecutions and acts independently on criminal cases investigated by the police and other agencies.

We have more than 6,000 highly trained staff whose duty is to make sure the right person is prosecuted for the right offence, and that trials are fair so that offenders are brought to justice whenever possible. We are proud to be recognised as a leading employer, committed to supporting a diverse and inclusive workforce that reflects the community we serve.

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#### The CPS:

- decides which cases should be prosecuted – every charging decision is based on the same two-stage test in the Code for Crown Prosecutors which.
- determines the appropriate charges in more serious or complex cases and advises the police during the early stages of investigations.
- prepares cases and presents them at court; and
- provides information, assistance and support to victims and prosecution witnesses.

### How we are organised and operate

The CPS operates across England and Wales, with 14 regional teams prosecuting cases locally. Each of these 14 CPS Areas is headed by a Chief Crown Prosecutor (CCP) and works closely with local police forces and other criminal justice partners.

CPS Areas deal with a wide range of cases. The majority are less serious cases and are heard in the magistrates' courts, while the most serious cases are heard in the Crown Court. CPS Direct, with prosecutors based across England and Wales, provides charging decisions to police forces and other investigators 24 hours a day, 365 days a year.

There are also three Central Casework Divisions which deal with some of the most complex cases we prosecute. They work closely with specialist investigators from a range of organisations, including the National Crime Agency, HM Revenue and Customs and the Independent Police Complaints Commission, as well as with police forces across England and Wales.

### Our values

#### **We will be independent and fair**

We will prosecute independently, without bias and will seek to deliver justice in every case.

#### **We will be honest and open**

We will explain our decisions, set clear standards about the service the public can expect from us and be honest if we make a mistake.

#### **We will treat everyone with respect**

We will respect each other, our colleagues and the public we serve, recognising that there are people behind every case.

#### **We will behave professionally and strive for excellence**

We will work as one team, always seeking new and better ways to deliver the best possible service for the public. We will be efficient and responsible with tax-payers' money.

### Equality and inclusion

The CPS commitment to inclusion and equality is at the heart of how we work, underpinned by The Equality Act 2010. It is important to us both as an employer and in the way we approach our responsibilities as a prosecuting authority. The two are closely linked – supporting a diverse workforce allows us to provide a better service to the public.

We also value the insight we get from engaging directly with the communities we serve, who provide welcome scrutiny of our work. This inclusive approach means that:

- Effective community engagement builds greater trust with the public, higher victim and witness satisfaction, and better-informed prosecution policy and practice
- The CPS has an inclusive culture, reflected in a diverse workforce, locally and nationally, and at all levels of the organisation
- By opening up the CPS and acting on input from diverse communities, we aim to inspire greater confidence in our work, in particular from witnesses and victims, resulting in improved prosecution outcomes

## 1.2 CPS Procurement

CPS Procurement Policy and Strategy is designed to promote fair and open competition and constructive co-operation between CPS and suppliers. CPS is also fully committed to achieve continuous improvement in value for money quality, and sustainability. Sustainable procurement is about achieving value over the lifetime of a product/service in terms of generating benefits to the organisation, society, and the economy as a whole, whilst minimising damage to the environment.

## 1.3 Social Value

As from January 2021, the Social Value Model introduced by Government must be applied to all procurements over threshold. Social Value will be explicitly evaluated using the standard model criteria, where the requirements are related and proportionate to the subject-matter of the contract.

## 2. Procurement Timetable

The indicative procurement timetable is set out below. Please be aware that the dates may be subject to change. Tenderers will be notified via CCS if the Customer decides that changes to the timetable are necessary. Should it be necessary, the CPS reserves the right to deviate from this at any stage.

DATE	STAGE
17/02/2023	Invitation to Tender issued
10/03/2023	Deadline for receiving clarification questions
31/03/2023	Deadline for Submission of Tenders
W/C 03/04/2023	Tender Evaluation
25/05/2023	Notification to successful and unsuccessful tenderers
05/06/2023	10-day standstill period
06/06/2023	Formal award of the Contract

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08/06/2023	Contract start date
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### 3. Preparation and Submission of Tenders

Tenderers must obtain for themselves, at their own expense, all information necessary for preparation of their tender. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the evaluation process. Under no circumstances will the Customer be liable for any costs or expenses borne by Tenderers or their advisors in this process or for any costs incurred by Tenderers who do not respond within the deadline set.

#### 3.1 Submission of Tenders

Tenders must be submitted via the CCS eTendering portal by **12:00pm on 31 March 2023**. In preparing a tender using an electronic copy, Tenderers should not make any changes to the text of the documentation supplied. Tenders will be evaluated on the basis that no changes have been made.

Late tenders may not be accepted. Tenderers should leave plenty of time so that any problems that may be encountered while attempting to submit a tender can be overcome before the deadline. Technical problems will not be a valid excuse for late submission of a tender.

Tenderers 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.

Tenders must be submitted in the English (UK) language.

#### 3.2 Documents to be Completed

Organisations wishing to tender should complete all of the documentation provided in the CCS eTendering portal. Responses must be completed on-line in accordance with the instructions set out in this ITT. The documentation comprises the following items:

- Schedule 2 – Form of Tender
- Schedule 4 – Quality Response Template
- Schedule 5 – Financial Response Template

Tenderers should submit only such information as is necessary to respond effectively to this Further Competition Invitation. Unless specifically requested, presentation materials or other attachments or diagrams etc should not be supplied and will not be evaluated by the Authority.

Tenderers must submit the response templates in the original file type or **in a format compatible with Microsoft Word and Excel or as an Adobe PDF document**. Please ensure all response templates submitted include the name of Tenderer where directed within the template and in the file name;

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*For Example: PR 2022 121 Schedule 4 Quality Response Template Company A*

Any additional attachments should be presented in the same order as above and should be referenced to the Schedule and question where relevant.

All responses must be in English (or accompanied by a full translation). Any information relating to Pricing must be completed in pounds sterling exclusive of Value Added Tax as indicated.

Where information or documentation submitted by Tenderers is or appears to be incomplete or erroneous, although the Authority may (in its sole discretion) allow any Tenderer to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time, it shall not be obliged to do so.

### 3.3 Clarification Questions

Tenderers may raise questions or seek clarification regarding any aspect of this procurement at any time prior to the Clarification Question deadline (**see procurement timetable set out in Section 2**).

All requests for clarification and questions regarding this Invitation to Tender must be submitted in writing via the CCS eTendering portal. If Tenderers do not comply with this requirement, their tender may be excluded from this procurement process.

Questions will be anonymised and, together with the respective answers, published periodically on CCS portal. If Tenderers wish to ask a question or seek clarification without the Customer revealing the question and answer on CCS Tenderers must notify the Customer and provide justification for withholding the question and any response. If the Customer does not consider there is sufficient justification for withholding the question and the corresponding response the Customer will invite the Tenderer to decide whether the question/clarification and response should be published or the Tenderer wishes to withdraw the question/clarification.

We will endeavour to provide a complete list of answers to all questions received by **10 March 2023**. Questions received after this date may not be answered.

### 3.4 Tender Validity

Your tender should remain open for acceptance for a period of one hundred and twenty (120) calendar days. A tender valid period for a shorter period may be rejected.

### 3.5 Tender Submission Date and Time

**The deadline for receipt of tenders is 12:00pm on 31 March 2023.** Any tender received after the deadline for receipt may be rejected and returned to the Tenderer.



## 4. Contracting Arrangements

If Tenderers are bidding on behalf of a group, for example a consortium, or intend to use sub-contractors, full details of every organisation being relied on to deliver the Services must be submitted to the authority at the time of the tender submission. The lead Tenderer shall make it clear who is the lead member of the group and who will be contractually responsible for delivery of the Services.

With the exception of the organisations identified in the Tender, no organisation other than the Tenderer will be able to provide services through the contract, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Tenderer whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Tenderer can be only as sub-contractors identified in the Tender.

Where Tenderers intend to collaborate as a consortium or sub-contract elements of their obligations the following process must be followed.

### 4.1 Sub-Contracting Proposals

- If Tenderers need to rely on the capability and/or experience of one or more sub-contractors in their Tender to demonstrate capability to provide the Services in accordance with the requirements they must inform the Customer in their Tender. Any Tenderer using this approach should indicate that they will be the 'prime contractor' for the purposes of responding to the relevant question(s).
- A Tenderer's Tender must clearly set out in their response to any question, where they will be relying on a sub-contractor and include the name of the sub-contractor and explain the sub-contractors capability and experience as the context of the question requires.
- The Customer does not require all sub-contractors be disclosed only those sub-contractors who directly contribute to the Tenderer's ability to meet its obligations under the Agreement. Tenderers are not required to specify those sub-contractors providing general services to the Tenderer (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Tenderer to perform their obligations under the Agreement. For example, if the Customer requires a Tenderer to hold a particular licence – then the Tenderer may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor 'XYZ Co'.

### 4.2 Consortium Proposals

If a group of Tenderers wish to act jointly to provide the Services they may do so:

- with all parties signing the resultant Agreement and assuming joint and several responsibility for performance of the Agreement. Please note that in accordance with Regulation 19 the Customer may require the consortium to form a single legal entity for the purpose of concluding the Agreement; or

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- using a separate entity (often referred to as a Special Purpose Vehicle or “SPV”) who will ultimately enter into the Agreement with the Customer. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the consortium members will need to nominate a guarantor for the SPV’s performance of the Agreement.

The consortium should nominate a lead contact to lead the bidding process. If the SPV exists, then the lead contact should lead and complete the Tender as the SPV in its name and ‘voice’. If the SPV does not yet exist or the consortium plans to collaborate on a joint and several basis; then the consortium should nominate a lead contact to complete the Tender on behalf of all the consortium members.

Where the Tenderer relies on the capability and/or experience of one or more consortium members in its Tender to demonstrate the consortium’s ability to provide the Services in accordance with the requirements of the Agreement it must inform the Customer in its Tender.

The Tenderer must clearly identify in response to any question, when it is relying on another consortium member, the name of the particular consortium member and explain the consortium member’s capability and experience as the context of the question requires.

#### 4.3 Changes to Contracting Arrangements

Any updates to Tenderers bidding models during this procurement process shall be communicated to the Authority as soon as reasonably practicable. For any new organisation nominated the Authority will carry due diligence in accordance with the tender process. The Authority reserves the right to deselect a Tenderer or group prior to contract award based on an assessment of the updated information.

#### 4.4 Tender Declaration

The authority requires Tenderers to confirm that each sub-contractor and/or consortium member named in the Tender has read, understood and complied with the statements contained within the Tender Declaration. This provides the authority with assurance that statements made by or in relation to the sub-contractors and/or consortium members are accurate and that they have participated in this procurement in accordance with the terms of the ITT.

### 5. Conditions of Tender

#### 5.1 Confidentiality

Tenderers shall at all time’s treat the contents of this Tender as confidential, save in as far as they are already in the public domain. Tenderers shall not use any of the information for any purpose other than for the purposes of submitting a tender and shall not undertake any publicity activity within any section of the media.

Tenderers shall not disclose, copy, reproduce or distribute any of the information to any

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other parties without the express permission of the Customer, save for the purpose of enabling a tender to be submitted and the receiving party shall undertake to treat the information as confidential. Tenderers may disclose this information when required to do so by order of a court of competent jurisdiction.

## 5.2 Freedom of Information Act

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

You should state in your Tender Submission Document if any of the information supplied by you is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. You should state why you consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.

It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether information is exempt. However, you should note that no information is likely to be regarded as exempt forever.

## 5.3 Government Transparency Initiative – publication of contracts

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires authorities to publish on-line details of all contracts awarded which are valued over £10,000. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting Contract will be published and the documents made available to those requesting them. In some cases, limited redactions will be made.

## 5.4 Canvassing

Any Tenderer who directly or indirectly canvasses any officer, employee or agent of the CPS concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

## 5.5 Disclaimers

Whilst the information in this ITT, due diligence information and supporting documents have been prepared in good faith.

Neither the CPS nor their advisors, officers, employees, other staff or agents:

- Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be

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liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

### 5.6 Collusive Behaviour

Any Tenderer who:

- Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- Communicates to any party other than the CPS the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated; or
- Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

Offers or agrees to pay or does pay or give any sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed tender, any act of omission, shall (without prejudice to any other civil remedies available to the CPS and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified

### 5.7 Modification or Withdrawal of Tender

Tenderers may modify their response prior to the deadline via the CCS e-Portal. After the deadline no Tender may be modified.

Tenderers may withdraw their tender at any time prior to the deadline or any time prior to accepting the offer of a Contract.

### 5.8 Amendments of Tender

At any time prior to the deadline for the receipt of Tenders, the CPS may modify the ITT by amendment. Any such amendment will be dated and issued by the CPS to all prospective Tenderers.

In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the CPS may, at its discretion, extend the deadline for receipt of Tenders.

### 5.9 Right to Reject/Disqualify

The CPS reserves the right to reject or disqualify a Tenderer where:

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- The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or:
- The Tenderer is guilty of serious misrepresentation in relation to its Tender, expression of interest;
- There is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Tenderer.

#### 5.10 Right to Cancel, Clarify or Vary the Process

The CPS reserves the right to:

- Amend the terms and conditions of the Invitation to Tender process
- Accept or reject any tender and to annul the tender process and reject all tenders at any time prior to Award of Contract without incurring any liability to the affected Tenderers
- Require the Tender to clarify its Tender in writing and/or provide additional information. Failure to respond adequately may result in the Tenderer not being selected

#### 5.11 No tender

If Tenderers do not wish to submit a tender, it would be appreciated if notification is provided to the Authority through the CCS e-Tendering portal.

#### 5.12 Notification of Award

The CPS will notify the successful Tenderer(s) of the award decision in writing, and will publish an Award Notice on both Find a Tender and Contracts Finder within 30 days of award of the contract.

#### 5.13 Debriefing

Following the conclusion of the Tender exercise, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the CPS in writing if they wish to be debriefed. The CPS will formally debrief unsuccessful Tenderers within 15 days of receiving such a request.

### **6. Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE)**

Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) (TUPE). As the CPS would be neither the transferor nor the transferee of the staff in the circumstances of any contract awarded as a result of this Invitation to Tender, consideration of the application of TUPE in this case is not a matter of direct concern to the CPS. Nevertheless, you may wish to note that it is the CPS's view that TUPE

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is likely to apply. It is your responsibility to consider whether or not TUPE applies in the specific circumstances of your bid and to tender accordingly.

If you have a contrary view to that of the CPS on the applicability of TUPE, it would be helpful if you would advise the CPS, giving your reasons, prior to the tender return date. In the event that any transfer resulting from this ITT constitutes a transfer of an undertaking under TUPE those elements of the Contract documents relating to TUPE will apply.

At this stage the prices you include in your tender should not include any provisions for TUPE.

## 7. General Conditions

**7.1** Application of these Tender Conditions. In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by the terms and conditions and all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

**7.2** Third party verifications. Your tender response is submitted on the basis that you consent to CPS carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by CPS for such purposes.

**7.3** Information that is supplied to potential suppliers, as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but CPS will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of CPS.

**7.4** In participating and submitting a tender in response to this ITT, Tenderers do so on the conditions specified and in the event of any breach thereof, the Authority shall be entitled to determine any arrangement made pursuant to such tender and to claim damages accordingly.

**7.5** The Authority does not bind itself to accept the lowest or any tender and reserves the right not to conclude an agreement for the services for which Tenders are invited. Unless Tenderers expressly state that a partial award will **not** be acceptable, then the right is reserved to accept a tender in part.

**7.6** The Authority reserves the right to amend or withdraw all or part of this Tender at any time during the procurement exercise.

**7.7** Tenderers should consider only the information contained within this ITT or otherwise communicated in writing to Tenderers, when making their tender.

**7.8** Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.

**7.9** 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.

**7.10** Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agreeing as to the amount of any other tender to be submitted.

**7.11** It is the tenderer's responsibility to ensure that your submitted tender documentation is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. CPS is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion CPS may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of CPS this does not adversely affect the integrity and fairness of the tender exercise.

## **8. Evaluation**

The evaluation process consists of two elements, a quality/technical evaluation and a price evaluation. The quality/technical evaluation consists of an assessment of Tenderer's written responses to criteria set out in a technical questionnaire and the price evaluation consists of an assessment of the prices quoted by Tenderers in response to a commercial questionnaire. All tenders received will be evaluated in order to establish the Most Economically Advantageous Tender (MEAT) in accordance with the process described below. To ensure the relative importance of both sets of criteria is reflected in the overall score a weighting system will be applied to the evaluation of tender submissions. Requests for clarification should be submitted in writing in accordance with the process set out in section 3.3 of this document.

The following quality and price weightings will be used to determine the most economically advantageous tender:

- **Quality**                      **60%**
- **Price**                         **30%**
- **Social Value**               **10%**



## 8.1 Quality/Technical Evaluation Process

The quality/technical evaluation contains several criteria against which Tenderers will be evaluated and scored. Each criterion is given a weighting to indicate the relative importance of that criterion in the overall evaluation. As part of their Tender response, Tenderers are required to provide several method statements to explain how they will meet each of these quality criteria. The quality/technical criteria on which tenderers will be assessed are set out below. Full details of the criteria can be found in the CCS 'Technical Envelope'.

Tenderers should note that responses to the quality criteria should be completed in the appropriate sections of Schedule 4 Quality Response Template except where it is indicated that a separate document is acceptable.

Ref	Criteria	Sub-Criteria	Description	Weighting
Q1	Quality	End to End Service	Please provide a summary (with diagrams if appropriate) of how the Services in their entirety will be delivered and managed.	0
Q2	Quality	Incident Problem & Change Management	Explain how your processes for managing incidents and standard requests will draw on best practice in customer-centricity and align to common good practice IT service frameworks (such as ITIL)	25
Q3	Quality	Performance Management and CSI	How will you use data to monitor performance and work with the	5



			Buyer to improve outcomes	
Q4	Quality	Innovation	How will you enable users to access the best possible service, within the available budget?	5
Q5	Quality	Risk	How will the supplier manage risk during both the implementation and running of the service?	5
Q6	Quality	Implementation	The Supplier is to set out an outline implementation plan showing the critical path milestones and phases that will ensure the services are transferred from the incumbent supplier to the new supplier on contract award.	20
SV1	Social Value – Equal Opportunity	<b>Policy Outcome:</b> Reduce the disability employment gap  <b>Award Criteria:</b> Support disabled people in developing new skills relevant to the contract,	Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy	5

		including through training schemes that result in recognised qualifications.	Outcome and Award Criteria.	
SV2	Social Value – Wellbeing	<b>Policy Outcome:</b> Improve health and wellbeing	Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.	5

### Tender Marking and Table Scoring

Tenderers will be marked in respect of each quality criterion on a scale of 0 to 10 points, in accordance with the following scheme:

Score	Assessment	Definition
0	Unacceptable	No response has been provided or the response fails to answer the question provided; all elements of the response are not justified or unsupported by evidence where required; fails to demonstrate any understanding of the question or the context.
1	Serious Reservations	The response is generally poor and/or with little or no relevance to the question. The response has significant gaps and/or a lack of justification/evidence in response to the question; responses given are very generic in whole or part; fails to demonstrate considerable understanding of the question or context.
2	Minor Reservations	The response is mostly relevant to the question. The response lacks content, detail or explanation in one or more aspects of the question; gaps or lack of justification/evidence in response where required. Overall key aspects lack sufficient detail or explanation.

3	Acceptable	The response is broadly satisfactory and is relevant to the question. The response addresses a broad understanding of any requirements and, where relevant, how any requirements will be fulfilled.
4	Good	The response is relevant and a good response overall to the question. The response is sufficiently detailed and demonstrates a good understanding and provides clear details on how the requirements, where required, will be fulfilled.
5	Excellent	The response is relevant, precise and excellent overall. The response is comprehensive, unambiguous and, where relevant, demonstrates a thorough understanding of any requirements and provides details of how the requirement will be met in full.

If a Tenderer is awarded a '0' or '2' against any one or more criteria, this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.

Tenderers' marks for each of the quality criteria will be multiplied by the relevant weighting to result in a 'weighted' score for that criterion. The weighted scores will then be totalled, with the total expressed as an overall score.

Tenderers that achieve a technical score of less than fifty per cent of the total score available may be disqualified from the tender process.

An example as to how this will work in principle is as follows:

<b>Method Statement/ Sub-criterion</b>	<b>Weighting</b>	<b>Tenderer Mark</b>	<b>Tenderer Weighted Score</b> (weighting x Tenderer mark/maximum mark available)
A1	50	3	30%
A2	30	3	18%
A3	20%	3	12%
<b>Totals</b>	<b>100%</b>	<b>9</b>	<b>60%</b>

## 8.2. Price Evaluation Process

Tenderers will provide costing information in the format set out in the Commercial Costing Template contained in the Tender Pack. The tenderer should upload the completed attachment to the commercial envelope and must complete all required fields.

Price scores will be calculated based on the lowest overall price submitted by Tenderers. The Tenderer with the lowest overall price will be awarded the maximum score available (**XX%**), with the remaining Tenderers gaining pro-rated scores in relation to how much higher their overall prices are compared to the lowest overall price.

The following example illustrates how this methodology will work where the total score available is 20 per cent: **\*The prices shown are for illustration only.**

<b>Tenderer</b>	<b>*Overall price</b>	<b>Formula</b> = Lowest overall price / Tenderers overall price x maximum available score	<b>Price Score</b>
Company A	£30,000	= £30,000 / £30,000 x 20	20%
Company B	£37,000	= £30,000 / £37,000 x 20	16.22%
Company C	£42,000	= £30,000 / £42,000 x 20	14.29%

## 8.3. Tender clarification

Please note that throughout the evaluation process, the Authority reserves the right to seek additional information or clarification from any Tenderer, the purpose of which will be to explore the validity of the initial evaluation, to confirm understanding of the tender(s) received and, where appropriate, to probe issues in greater depth.

We may request clarification in writing and we also reserve the right to hold interview(s) as part of the process to identify and appoint a Supplier. No new criteria or weightings will be introduced at interview, and no separate marks are 'reserved' for award at this stage. Instead, we will use the interview responses as a basis on which to 'moderate' up or down the marks originally awarded when the tenders were first evaluated.

## 8.4 Acceptance of tender

**8.4.1** Unless specified tenders shall remain open for acceptance for period of 90 days from the return date.

**8.4.2** Successful and Unsuccessful tenderer's will be notified of the award decision following the Evaluation process completion as indicated in the Procurement timetable.

## 9. Award of Contract

Upon conclusion of the evaluation, the scores for Quality and Price will be combined to give a total score out of 100. A recommendation for Contract award will be made for the Tenderer with the highest combined score, based on having submitted the most economically advantageous tender, based on the evaluation criteria set out in this ITT.

CPS Invitation to Tender

Version: 1.1

Date effective: May 2021

The formal Contract entered into between CPS and the successful Tenderer will be in accordance with CPS Terms and Conditions.

The Contract will commence on the date of Contract award for a period of 36 months. The Contract will include an option for a further extension period of up to 24 months if such an option to be exercised at the sole discretion of the Customer.

Unsuccessful Tenderers will be advised of the outcome of the evaluation and shall be entitled to receive feedback on the relative merits and characteristics of their tender compared with the accepted tender.

## 10. Glossary of Terms

Term / Abbreviation	What it stands for
Award	The action taken by the buyer based on the evaluation of offers, to approve the selection of the supplier for a specific contract.
Award Criteria	The criteria (questions) used by the buyer to compare and score the merits of the specific bid for the contract including Quality and Price.
Authority	Crown Prosecution Service (CPS)
Bid	An offer in response to an invitation to Bid.
Bidder	The individual or organisation submitting an offer in response to the invitation to bid.
CCS e- Sourcing	The CCS e-tendering solutions portal that the Buyer is using to manage this Competition and that the Suppliers have used to register their interest and receive this ITT; including related documentation and that will be used for all further correspondence and submission of Responses.
Buyer	The individual or personnel designated by the Authority to undertake all activities necessary for the procurement of the goods or services in accordance with the regulations, rules, policies and procedures.
Consortium	A group of organisations who may make a bid.
Contract	The agreement between two or more parties which establishes terms and conditions that is legally binding.
Contract Award Notice	A publication which confirms the details of a contract that has been awarded to a supplier.
Contract Modification	Any written change in the terms and conditions of the contract. Contract modifications only become effective when executed by both parties.
Contractor	Any party to a procurement contract with CPS.
Contracts Finder	An e-procurement website where CPS advertise procurement opportunities.
Crown Commercial Services (CCS)	A Government organisation providing advice and guidance to Public Sector Organisations.
Customer	CPS

e-Portal	The CCS e-Procurement suite used by CPS.
Find a Tender	An e-procurement website where CPS advertise procurement opportunities.
Framework Agreement	An agreement or under which the economic operator will enter into one or more contracts with one or more contracting authorities and one or more economic operators which establishes the terms under which the economic operator will enter into one or more contracts with a contracting authority in the period during which the framework agreement applies.
ITT	Invitation to Tender
MEAT	The Most Economically Advantageous tender (MEAT) criterion enables the contracting authority to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price, when reaching an award decision.
Public Contracts Regulations (2015)	The regulations that all Public Sector organisation must abide by in all their procurement activities.
Social Value	
SPV	Special Purpose Vehicle. Whereby using a separate entity who will ultimately enter into the Agreement with the Customer.
Specification	A document that describes the technical requirements for a material, product or service thereby allowing the supplier to formulate and offer.
Standstill Period	The Standstill Period, sometimes referred to as (Alcatel) is a short (at least 10 calendar days) pause between the point when the contract award decision is notified to bidders, and the final contract conclusion.
Sub-Contractor	A party that carries out work for a contractor as part of a larger project.
Supplier	An individual or organisation that potentially or actually provides goods and services to the organisation.
Selection Questionnaire (SQ)	A document provided by the authority to prospective tenderers for them to complete prior to the Invitation to Tender (ITT) which requests information regarding their ability and suitability to be able to provide goods and service to the authority.