



Crown
Commercial
Service

INVITATION TO TENDER

PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES

REFERENCE NUMBER

RM 3741

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 within this Invitation to Tender (ITT), and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
- 1.3** This Procurement will establish a Supplier Framework Agreement for both Central Government and the Wider Public Sector (referred to as Contracting Authorities) for Project Management and Full Design Team Services for each of the following six (6) Lots:
- 1.3.1 Lot 1 – Multi-Disciplinary Services
 - 1.3.2 Lot 2 – Project Management Services
 - 1.3.3 Lot 3 – Architectural Services
 - 1.3.4 Lot 4 – Cost Management Services
 - 1.3.5 Lot 5 – Civil and Structural Engineering Services
 - 1.3.6 Lot 6 – Building Services Engineering
- 1.4** The purpose of this Framework Agreement is to appoint Suppliers who shall be responsible for the provision of Project Management and Full Design Team Services to Contracting Authorities.
- 1.5** A Framework Agreement will be awarded to multiple Suppliers as detailed in paragraph 2.1.
- 1.6** The duration of this Framework Agreement is two (2) years initially with two (2) options to extend, each for a period of one (1) year in duration, up to a maximum four (4) year term in total, as set out in paragraph 10.2 of the Framework Agreement.
- 1.7** This ITT contains the information and instructions that you need to follow to submit a completed compliant Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph in which such words appear or in the glossary at paragraph 14 of this ITT.
- 1.8** 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 8 of this ITT.
- 1.9** The Terms of Participation - Attachment 6 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in the online 'Participation Requirements' section that you accept the Terms of Participation. If you do not select 'Yes' to confirm your acceptance you will be excluded from this Procurement.
- 1.10** 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 6.7 of this ITT.
- 1.11** 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.
- 1.12** Your responses to the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and the Award Questionnaire Response Guidance, Evaluation and Marking Scheme - Attachment 3 have been designed to be completed online in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found by accessing the link below and the Supplier Guidance Document - Attachment 19.

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

- 1.13** You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 8 for details on how to do so. Please ensure you have read all the information contained within this ITT and its Attachments on the e-Sourcing Suite.
- 1.14** The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015 (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 a Framework Agreement to a maximum of up to fifteen (15) successful Potential Providers for Lot 1 and up to a maximum of ten (10) successful Potential Providers for Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6. Once the Framework Agreement has been executed, those successful Potential Providers will become the Suppliers.
- 2.2** Potential Providers have the opportunity to bid for all or any combination of the six (6) Lots. However, in order to ensure that the competition on the Framework Agreement is not distorted, Potential Providers are not permitted to submit more than one Tender for each Lot regardless of whether that Tender is submitted in their own name or as part of a Group of Economic Operators. If a Potential Provider submits more than one Tender for the Lot, the Authority will disqualify one or all of the Tenders submitted by the Potential Provider in respect of the relevant Lot. For the avoidance of doubt, a Potential Provider may bid for a Lot and also be named as a Sub-Contractor by another Potential Provider bidding for the same Lot, but Potential Providers who are part of the same group of companies are not allowed to submit separate bids within the same Lot.
- 2.3** Potential Providers have the opportunity to bid for all or any combination of the Lots. However, Potential Providers will only be awarded:
- 2.3.1** Lot 1 **and** up to a maximum of two (2) of the remaining Lots (Lot 2, Lot 3, Lot 4, Lot 5 or Lot 6); or
- 2.3.2** Up to all five (5) of Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 but will **not** be awarded a place on Lot 1.
- 2.4** The Framework Agreement will enable Contracting Authorities to place orders with the Suppliers for the Services via Call Off Agreements following a Call Off Procedure.
- 2.5** The Framework Agreement and Template Call Off Agreements are available at Attachment 4, Attachment 5a and Attachment 5b of this ITT suite of documents respectively. Please carefully review these documents so that you fully understand the rights and obligations they confer on the Parties.
- 2.6** The Framework Agreement and Call Off Agreements may not be amended as part of your Tender. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 8). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, any such amendments to the Framework Agreement or Call Off Agreements will be included in an updated version of the document, which will be published in the eSourcing Suite, together with a comparison document which clearly identifies the amendments which have been made.
- 2.7** Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's Prices and approach to delivering the Services.
- 2.8** The Authority will manage the overall performance of the Suppliers on this Framework Agreement and collect Management Information and any Management Charges payable by Suppliers as defined in Clause 20 and Schedule 9 of the Framework Agreement.

2.9 Contracting Authorities

- 2.9.1 The Framework Agreement will be available for use by the Authority and/or Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Notice.
- 2.9.2 Any relevant Contracting Authorities 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 by the Supplier or guarantee that the Supplier will receive any business at all under the Framework Agreement.

2.10 The ordering process and further evaluation criteria

- 2.10.1 Contracting Authorities may award Call Off Agreements for any of the Services. The procedures that the Authority and/or Contracting Authorities use to make a Call Off Agreement are set out in Framework Schedule 4a (Template Call Off Agreement (NEC3 PSC)) and Framework Schedule 4b (Template Call Off Agreement) Attachments 5a and 5b respectively.
- 2.10.2 All Call Off Agreements awarded by the Authority or Contracting Authorities will be subject to the terms and conditions contained within Framework Schedule 4a (Template Call Off Agreement (NEC3 PSC)) and Framework Schedule 4b (Template Call Off Agreement) - Attachment 5a or Attachment 5b supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.10.3 The Contracting Authorities will manage the Supplier's day to day performance of the Call Off Agreement it has entered into with the Supplier.

3. REQUIREMENTS

- 3.1 A detailed description of the Services that a Supplier will be required to provide for a Lot in which it has been successful is set out at Framework Schedule 2: Part A: Services – Attachment 9 and a short description is contained in the OJEU Notice. A copy of the OJEU Notice is published at the following link:

<http://ccs-agreements.cabinetoffice.gov.uk/project-management-and-full-design-team-services-rm3741>

- 3.2 The Services covered by this Procurement have been sub divided into six (6) Lots, namely:

LOT	DESCRIPTION	MAXIMUM NUMBER OF SUPPLIERS
Lot 1	Multi-Disciplinary Services	15
Lot 2	Project Management Services	10
Lot 3	Architectural Services	10
Lot 4	Cost Management Services	10
Lot 5	Civil & Structural Engineering Services	10
Lot 6	Building Services Engineering	10

- 3.3 Details of the estimated value of Call Off Agreements that may be placed under this Framework Agreement are defined in the OJEU Notice Section II 1.4.

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.

DATE	ACTIVITY
14 th September 2016	Dispatch of the OJEU Notice
19 th September 2016	Clarification period starts
w/c 26 th September 2016	Bidders' Conference (via webinar)
7 th October 2016 17:00 Hours (BST)	Clarification period closes (" Tender Clarifications Deadline ")
13 th October 2016	Deadline for the publication of responses to Tender Clarification questions
21 st October 2016 15:00 Hours (BST)	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
17 th March 2017	Intention to award notification issued to successful and unsuccessful Potential Providers.
27 th March 2017	Ten (10) day Standstill Period (in accordance with Regulation 87) ends at 23:59 on this day
28 th March 2017	Confirmation of Award
29 th March 2017	Expected commencement date for Framework Agreement(s)

5. COMPLETING AND SUBMITTING A TENDER

5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and in its Attachments.

5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.

5.3 The information and documents that you are required to complete and return in order to submit a compliant Tender are:

- Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance (in the e-Sourcing Suite);
- Attachment 3 – Award Questionnaire Response Guidance, Evaluation and Marking Scheme (in the e-Sourcing Suite);
- Lot 1 Pricing Model Attachments:
 - Attachment 10a – Architect (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);

- Attachment 10b - BIM Co-ordinator (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 10c - BIM Information Manager (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 10d - Building Services Engineer (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 10e - Civil and Structural Engineer (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 10f - Cost Consultant (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 10g - Lead Designer (Lot 1) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 10h - Principal Designer (Lot 1) (uploaded as an attachment in the e-Sourcing Suite); and
- Attachment 10i - Project Management (Lot 1) (uploaded as an attachment in the e-Sourcing Suite).
- Lot 2 Pricing Model Attachment:
 - Attachment 11 - Project Management (Lot 2) (uploaded as an attachment in the e-Sourcing Suite);
- Lot 3 Pricing Model Attachments:
 - Attachment 12a – Architect (Lot 3) (uploaded as an attachment in the e-Sourcing Suite);
 - Attachment 12b - BIM Co-ordinator (Lot 3) (uploaded as an attachment in the e-Sourcing Suite);
 - Attachment 12c - BIM Information Manager (Lot 3) (uploaded as an attachment in the e-Sourcing Suite);
 - Attachment 12d - Lead Designer (Lot 3) (uploaded as an attachment in the e-Sourcing Suite); and
 - Attachment 12e - Principal Designer (Lot 3) (uploaded as an attachment in the e-Sourcing Suite);
- Lot 4 Pricing Model Attachment:
 - Attachment 13 - Cost Consultant (Lot 4) (uploaded as an attachment in the e-Sourcing Suite);
- Lot 5 Pricing Model Attachments:
 - 14a - BIM Co-ordinator (Lot 5) (uploaded as an attachment in the e-Sourcing Suite);
 - 14b - BIM Information Manager (Lot 5) (uploaded as an attachment in the e-Sourcing Suite); and
 - 14c - Civil and Structural Engineer (Lot 5) (uploaded as an attachment in the e-Sourcing Suite);
- Lot 6 Pricing Model Attachments:
 - 15a - BIM Co-ordinator (Lot 6) (uploaded as an attachment in the e-Sourcing Suite);
 - 15b - BIM Information Manager (Lot 6) (uploaded as an attachment in the e-Sourcing Suite); and

- 15c – Building Services Engineer (Lot 6) (uploaded as an attachment in the e-Sourcing Suite);
- Attachment 17 - Framework Agreement Population Template (uploaded as an Attachment in the e-Sourcing Suite to SQ6.4.
- Any other additional documentation expressly requested by the Authority

5.4 The Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:

- 5.4.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.
- 5.4.2 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.
- 5.4.3 Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be excluded from further participation in the procurement process.
- 5.4.4 Allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 5.4.5 For technical guidance on how to complete questions and text fields and how to upload any requested Attachments please refer to the Supplier Guidance Document - Attachment 19.

5.5 Additional Materials, Documents and Attachments

- 5.5.1 You must adhere to the following instructions;
 - 5.5.1.1 No additional Attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.5.1.2 Any additional documents requested by the Authority must only be attached at the question level using the paperclip icon aligned to the question (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. They must be submitted in the format requested by the Authority.

5.6 Data Entry

- 5.6.1 A fully compliant Tender must adhere to the following instructions;
 - 5.6.1.1 All responses must be inserted into the relevant text fields unless an Attachment is additionally permitted using the paperclip icon, located beneath the relevant question. No attachments are permitted except where specifically requested by the Authority. Only information entered into the relevant text fields or information specifically requested by the Authority and uploaded as an Attachment will be taken into consideration for the purposes of evaluating a Tender.
 - 5.6.1.2 The Tender must be submitted in the English (UK) language.
 - 5.6.1.3 All Prices must be shown excluding VAT and in Sterling (£).
 - 5.6.1.4 You must answer all questions accurately and as fully as possible, within the character limits specified.
 - 5.6.1.5 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
 - 5.6.1.6 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.
 - 5.6.1.7 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.

5.7 Deadline for the submission of Tenders

5.7.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4.2 for details).

5.8 Late Tenders

5.8.1 Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is entirely at the Authority's discretion.

5.9 Uploading and submitting a Tender

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

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

5.9.3 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 Supplier Guidance Document - Attachment 19 for details of how to formally submit your Tender.

5.9.4 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.

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

5.9.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of one hundred and twenty (120) 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.

5.10 Specific Losses

5.10.1 The Authority will not be liable for any Tender costs, expenditure, work or effort incurred by a Potential Provider in proceeding with or participating in this Procurement, including if the Procurement process is amended, cancelled or withdrawn by the Authority.

5.11 Confidentiality

5.11.1 Potential Providers must not collude with or disclose the fact of their intention to submit a Tender to other Potential Providers.

5.11.2 The Authority may disclose information provided by a Potential Provider in accordance with Regulation 21(2) of the Regulations.

5.11.3 Customer contacts named in the Selection Questionnaire do not owe the Authority a duty of care or have legal liability, except for any maliciously false statement of fact.

5.11.4 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.

5.12 Data Security – Cyber Essentials Scheme

5.12.1 The Government has introduced a new Government Security Classifications (GSC) scheme to replace the Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Potential Providers are encouraged to make themselves aware of the changes and identify any potential impacts in their Tender, as the protective marking and applicable protection of any material passed to,

or generated by, you during the Tender process or pursuant to any Framework Agreement and Call Off Agreement awarded to you as a result of this tender process will be subject to the GSC. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

- 5.12.2 The Authority reserves the right to amend any security related term or condition of the draft Framework Agreement and Call Off Agreement accompanying this ITT to reflect any changes introduced by the GSC. In particular where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the Tender process and/or any Framework Agreements and/or Call Off Agreements awarded to you as a result of the Tender process.

5.13 Cyber Essentials Scheme

- 5.13.1 To be awarded a place on the proposed Framework Agreement it will be essential for the Supplier to meet the requirements of the Cyber Essentials Plus Scheme. 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 the following link:

<https://www.cyberstreetwise.com/cyberessentials/>

- 5.13.2 The easiest way to demonstrate that the Cyber Essentials Plus requirements are met is to gain the Cyber Essentials Plus certificate, which may also be the cheapest way to demonstrate compliance.
- 5.13.3 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. 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.
- 5.13.4 For the avoidance of doubt, an awarded Supplier will not be able to commence work under the Framework agreement until they have evidenced to the Authority that Cyber Essentials Plus 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.
- 5.13.5 Similarly, no Sub-Contractor may be used until it has also demonstrated that it meets the Cyber Essentials Plus requirements. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials Plus 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 Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, will be satisfied. This means the Authority needs clarity on how Tenders 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 its obligations. Where one of these approaches is adopted the following guidance set out in 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 6.5), no organisation other than the Potential Provider will be able to provide the Core Services through this Framework Agreement, whether 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 of companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.5** The only organisations permitted to provide the Services other than the Potential Provider are:
- 6.5.1 Sub-Contractors identified in the Tender (and subject to paragraph 6.9).
- 6.6 Sub-contracting proposals**
- 6.6.1 You need to complete question SQ2.a to SQ2.k as relevant to the Lot(s) for which you submit a tender in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, if you propose to use one (1) or more Sub-Contractors.
- 6.6.2 If you need to rely on the capability and/or experience of one (1) or more Sub-Contractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question(s) and the Framework Agreement you must inform the Authority in your Tender.
- 6.6.3 A Potential Provider’s Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question give the name of the Sub-Contractor and explain the Sub-Contractor’s role, capability and experience as the context of the question requires.
- 6.6.4 The Authority does not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call Off Agreement). There is no need to specify those Sub-Contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Potential Provider to perform the Framework Agreement. Please read the definition of Sub-Contractor in Framework Schedule 1: Definitions - Framework Agreement - Attachment 4.
- 6.7 Group of Economic Operator proposals**
- 6.7.1 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 this Framework Agreement including any Call Off Agreement.
- 6.7.2 Please note that in accordance with Regulation 19(6) of the Regulations 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 this Framework Agreement.
- 6.7.3 The Group of Economic Operators should nominate a Lead Contact to lead the Tender 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 complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.7.4 The Lead Contact should complete question SQ2a to SQ2k in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 to provide details of the members of the proposed Group of Economic Operators who will be jointly and

severally responsible for the entire Framework Agreement requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.

6.7.5 Where the Lead Contact relies on the capability and/or experience of one (1) 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.

6.7.6 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.

6.8 Queries

6.8.1 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 8.

6.9 Changes to the contracting arrangements

6.9.1 The Authority recognises that arrangements in relation to Sub-Contractors 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-Contractors 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 Framework Agreement or Call Off Agreement.

6.9.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contractor and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with Clause 25 of the Framework Agreement - Attachment 4.

6.10 Declaration of Compliance

6.10.1 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 the Declaration of Compliance - Attachment 7. You do this in the e-Sourcing Suite (Participation Requirements Questionnaire, question PR3). 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 the Terms of Participation - Attachment 6.

7. TUPE

7.1 The Authority considers that the transfer of undertakings (protection of employment) regulations 2006 ("TUPE") will not apply at the Framework level, but may apply at Call Off Agreement level.

7.2 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.

7.3 In the event that TUPE applies in respect of a Call Off Agreement, Contracting Authorities will provide all relevant information as part of a Further Competition Process.

8. QUESTIONS AND CLARIFICATIONS

- 8.1 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 set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 8.2 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.
- 8.3 If you ask any questions and/or raise clarifications please do not refer to your identity in the body of the question.
- 8.4 Questions asked and/or clarifications raised will be responded to in a “Questions and Answers” document, which will be available in the “Attachments” section of the e-Sourcing Suite. Responses to questions will not identify the originator of the question and will be answered in batches, rather than one (1) at a time, with updates appearing at regular (approximately four (4) Working Days) intervals.
- 8.5 The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, before the deadline for the publication of responses to Tender clarification questions (see Procurement Timetable set out in paragraph 4).
- 8.6 If you wish to ask a question or seek clarification in confidence then 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 and/or clarification. If the question and/or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 8.7 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 may affect how you complete your Tender.
- 8.8 The Authority reserves the right to contact you at any time, for clarification on all and/or any part of your Tender during the Procurement process which is likely to require a prompt response from you.

9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 Paragraphs 9, 10, 11, and 12 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 decide to run concurrently:
- 9.1.1 **Compliance/Validation Stage** – The Authority will check your Tender to ascertain if it is compliant with the ITT and that your responses are valid. This includes satisfying all the Participation Requirements listed in the e-Sourcing Suite ‘Participation Requirements’ section in accordance with paragraph 10 below (**“Compliance/Validation Stage”**). Non-compliant Tenders may be excluded from this Procurement by the Authority.
- 9.1.2 **Selection Stage evaluation** - The Authority will assess responses to the Selection Questionnaire in accordance with paragraph 11 below (**“Selection Stage”**). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.
- 9.1.3 **Award Stage evaluation** - The Authority will assess responses to the Award Questionnaire in accordance with paragraph 12 below (**“Award Stage”**).
- 9.2 **Consensus Marking Procedure**
- 9.2.1 Questions that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection and the Award Stages.
- 9.2.2 The Consensus Marking Procedure is a two-step process, comprising of:

9.2.2.1 Independent evaluation; and

9.2.2.2 Group consensus marking.

- 9.2.3 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.
- 9.2.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by the consensus marker as follows:
- 9.2.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
- 9.2.4.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
- 9.2.4.3 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.
- 9.2.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.
- 9.2.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 9.2.5 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.

10. COMPLIANCE/VALIDATION STAGE

- 10.1** 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 Authority but fail to produce a satisfactory response, be rejected by the Authority without proceeding to the next stage of evaluation.
- 10.2** If you cannot answer 'yes' to the questions in the Participation Requirements Section PR1, PR2 and PR3 – Participation Requirements and Selection Questionnaire - Attachment 2, your Tender shall be excluded from further involvement in this Procurement.
- 10.3** If you cannot answer 'yes' to the questions in the Participation Requirements Section PR4, PR5 and PR6 – Participation Requirements and Selection Questionnaire - Attachment 2, your submission of a compliant Tender is at significant risk of being excluded from further involvement in this Procurement.
- 10.4** Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

11. SELECTION STAGE EVALUATION

11.1 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.

11.2 Stage 1 - Selection Questionnaire Sections 3 and 4 – Grounds for Exclusion

11.2.1 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 3 (Grounds for Mandatory Exclusion) of the Selection Questionnaire - Attachment 2, then, subject to paragraph 11.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

11.2.2 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 4 (Grounds for Discretionary Exclusion) of the Selection Questionnaire - Attachment 2 apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 11.2.3, your Tender will be excluded from this Procurement.

11.2.3 'Self Cleaning' (Covering both mandatory and discretionary exclusion)

11.2.3.1 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.

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

11.3 Stage 2 - Selection Questionnaire Section 5 – Economic and Financial Standing

11.3.1 The information you submit in Selection Questionnaire Sections SQ1 Potential Provider Details and SQ2 Tendering Model in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, will be used to carry out an assessment of your economic and financial standing. If in response to questions SQ5.1a to SQ5.1d, and SQ5.2a to SQ5.2d, you indicate 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 11.3.

11.4 Lot 1 Only

11.4.1 The Authority will use a credit reference agency (Experian) to request a detailed financial risk report based on the information provided in response to the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2.

11.4.2 The Authority will also ask you to provide a copy of your audited accounts for the most recent full two (2) years and/or one (1) or more of following in respect of your organisation or proposed Framework Guarantor (as the case may be):

11.4.2.1 a statement of your turnover profit and loss account, current liabilities and assets and cash flow for the most recent year of trading;

- 11.4.2.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
- 11.4.2.3 an alternative means of demonstrating financial status, if trading for less than a year.
- 11.4.3 The Authority will use the information described in paragraph 11.4.2, in addition to the Experian report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is "acceptable/pass". This will be performed using the Authority's financial assessment template which can be viewed using the template provided at Financial Assessment Template - Attachment 8, which covers a range of financial risk indicators, similar to those used by credit reference agencies.
- 11.4.4 If the Authority then determines (in accordance with paragraph 11.4.3) that the financial risk is determined as being "Pass", then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 11.4.5 If the Authority determines (in accordance with paragraph 11.4.4) that the financial risk is determined as being a 'fail', then (subject to 11.4.6 below) the Tender will be excluded from further involvement in this Procurement.
- 11.4.6 If the Authority carries out a financial risk assessment on your organisation and its financial risk is determined as being a 'fail' and you did not indicate that a Framework Guarantee will be provided, the Authority may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor the Authority will undertake the steps at paragraphs 11.4.1 to 11.4.5 above in respect of the guarantor. Please note that the Authority will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'
- 11.4.7 If you are tendering 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 (1) or more members of the Group of Economic Operators is determined as having a 'fail' 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 11.4.1 to 11.4.5 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further involvement in this Procurement.
- 11.4.8 Where the Potential Provider has relied on a Framework Guarantor to pass the financial standing requirements as set out in this paragraph 11.4.7, the Authority may require the Potential Provider's agreement to provide a deed of guarantee executed by the Framework Guarantor in the event that the Potential Provider is awarded a Framework Agreement

11.5 Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6

- 11.5.1 The Authority uses a credit reference agency (currently Experian) as the first step in determining financial risk. The Authority will request an Experian financial risk score based on the information provided in response to the Potential Provider Details. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is 51 or more (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then you will proceed to Stage 3 of the Selection Stage evaluation process.
- 11.5.2 If any of the following circumstances arise:
 - 11.5.2.1 the score provided by Experian (where a standard UK score is available) is less than 51; or
 - 11.5.2.2 the score is less than the equivalent risk level above (where a standard international score is available); or
 - 11.5.2.3 no standard Experian score is available for your organisation,

- 11.5.3 If one of the circumstances arising at paragraph 11.5.2 is applicable then the Authority may ask you to provide a copy of your audited accounts for the most recent full two (2) years and/or one (1) or more of the following in respect of your organisation or the proposed Framework Guarantor (as the case may be):
- 11.5.3.1 a statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading; or
 - 11.5.3.2 a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 11.5.3.3 an alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
- 11.5.4 The Authority will use the information described in paragraph 11.5.3 in addition to a detailed Experian report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is 'pass'. This will be performed using the Authority's financial assessment template which can be found at Financial Assessment Template - Attachment 8, which covers a range of financial risk indicators.
- 11.5.5 If the Authority then determines (in accordance with paragraph 11.5.4) that the financial risk is determined as being 'pass', then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 11.5.6 If the Authority determines (in accordance with paragraph 11.5.4) that the financial risk is determined as being 'fail', 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 11.5.1 to 11.5.4 in respect of the proposed Framework Guarantor.
- 11.5.7 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable i.e. fails to meet the criteria stipulated in paragraph 11.5.4 above, or where the requested information at 11.5.3 has not been provided, then the Tender will be excluded from further participation in this Procurement.
- 11.5.8 If you are tendering 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 (1) or more members of the Group of Economic Operators is determined as being a 'fail' 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 11.5.1 to 11.5.4 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further participation in this Procurement.

11.6 Stage 3 - Selection Questionnaire Section 8 – Technical and Professional Ability

- 11.6.1 Evaluators will assess responses to the questions in Section 8 and award a 'pass' or a 'fail' based on the criteria set out in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and in comparison to requirements as set out in Framework Schedule 2: Part A: Services - Attachment 9.
- 11.6.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 11.6.3 Responses to the questions in Section 8 will be assessed and awarded a 'pass' or a 'fail' based on the criteria for your Lot specific questions.
- 11.6.4 If, following completion of the Consensus Marking Procedure any response to a question in SQ8.1(a to c) (Lot 1 Only) SQ8.2(a to c) (Lot 2 Only) SQ8.3(a to c) (Lot 3 Only) SQ8.4(a to c) (Lot 4 Only) SQ8.5 (a to c) (Lot 5 Only) and SQ8.6 (a to c) (Lot 6 Only) is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described

in paragraph 12) and will be excluded from further consideration for the purposes of this Procurement.

11.7 Selection of Tenders for the Award Stage evaluation

11.7.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:

11.7.1.1 pass the compliance/validation checks at paragraph 10 above;

11.7.1.2 are not excluded under provisions of Stage 1 above;

11.7.1.3 meet the economic and financial standing requirements at Stage 2 above;

11.7.1.4 meet the standards set out in Regulation 58 at Stage 3 above; and

11.7.1.5 achieve a 'pass' to all the questions in Stage 3 above,

will proceed to the Award Stage evaluation (as described in paragraph 12). All other Tenders will be excluded from this Procurement.

11.8 Potential Providers who do not meet the criteria at the Selection Stage evaluation or are excluded on grounds of non-compliance will be notified accordingly.

Selection Questionnaire			
Section			Evaluated
Section 1: Potential Provider Details (For Information Only)			
SQ1a	Organisation Details	Compliance	
SQ1b	Trading Status	Compliance	
SQ1c	Trading Status - Other	Compliance	
SQ1d	Charity Registration Number	Compliance	
SQ1e	Relevant Classifications	Compliance	
SQ1f	Professional or Trade Body Registration	Compliance	
SQ1g	Professional or Trade Body Registration - Details	Compliance	
SQ1h	Organisation/Services Membership	Compliance	
SQ1i	Organisation/Services Membership - Details	Compliance	
SQ1j	Trading Name	Compliance	
SQ1k	SME	Compliance	
SQ1l	Details of Immediate Parent Company	Compliance	
SQ1m	Details of Ultimate Parent Company	Compliance	
Section 2: Tendering Model (For Information Only)			
SQ2a	Group of Economic Operators - Lead	Compliance	
SQ2b	Group of Economic Operators - Name	Compliance	
SQ2c	Group of Economic Operators - Legal Structure	Compliance	
SQ2d	Group of Economic Operators - Details	Compliance	
SQ2e	Group of Economic Operators - Sub-Contracting	Compliance	
SQ2f	Group of Economic Operators - Sub-Contracting - Details – LOT 1	Compliance	
SQ2g	Group of Economic Operators - Sub-Contracting - Details – LOT 2	Compliance	
SQ2h	Group of Economic Operators - Sub-Contracting - Details – LOT 3	Compliance	

SQ2i	Group of Economic Operators - Sub-Contracting - Details – LOT 4	Compliance	
SQ2j	Group of Economic Operators - Sub-Contracting - Details – LOT 5	Compliance	
SQ2k	Group of Economic Operators - Sub-Contracting - Details – LOT 6	Compliance	
Section 3: Grounds for Mandatory Exclusion (Evaluated)			
SQ3a-e	Grounds for Mandatory Exclusion (ineligibility)	Compliance	
Section 4: Grounds for Discretionary Exclusion – Part 1 (Evaluated)			
SQ4a-c	Grounds for Discretionary Exclusion (ineligibility)	Compliance	
Section 4: Grounds for Discretionary Exclusion – Part 2 (Evaluated)			
SQ4d	Grounds for Discretionary Exclusion (ineligibility) Tax Compliance	Compliance	
Section 5: Economic and Financial Standing (Evaluated)			
SQ5	Financial Risk Assessment	Evaluation	
Section 6: Framework Specific Questions (For Information Only)			
SQ6.1	Lot Selection	Information only	
SQ6.2	Lots – Order of Preference	Information only	
SQ6.3	Pricing Templates	Information only	
SQ6.4	Framework Population Template	Information only	
SQ6.5	Subsidiary / Affiliated Companies	Information only	
Section 7: Framework Specific Questions (Evaluated)			
SQ7.1a	Employer's Liability Insurance	Evaluation	Pass/Fail
SQ7.1b	Public Liability Insurance	Evaluation	Pass/Fail
SQ7.1c	Professional Indemnity Insurance – LOT 1 ONLY	Evaluation	Pass/Fail
SQ7.1d	Professional Indemnity Insurance – LOTS 2, 3, 4, 5 & 6	Evaluation	Pass/Fail
SQ7.2	Equality Legislation	Evaluation	Pass/Fail
SQ7.3	Equality and Diversity Policy	Evaluation	Pass/Fail
SQ7.4	Environmental Management	Evaluation	Pass/Fail
SQ7.5	Health and Safety	Evaluation	Pass/Fail

SQ7.6	Accredited Quality Management System (QMS)	Evaluation	Pass/Fail
SQ7.7	Cyber Essentials Plus	Evaluation	Pass/Fail
SQ7.8	Standards	Evaluation	Pass/Fail
SQ7.9	Conflict of Interest	Evaluation	Pass/Fail
SQ7.10	Apprenticeship and Skills Development	Evaluation	Pass/Fail
SQ7.11	Digital and Building Information Modelling (BIM)	Evaluation	Pass/Fail
SQ7.12	Geographical Coverage – Lots 1-6 Inclusive	Evaluation	Pass/Fail
Section 8: Technical and Professional Ability			
SQ8.1a	Lot 1 - Previous Contract Example Details	Evaluation	Pass/Fail
SQ8.1b	Lot 1 - Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ8.1c	Lot 1 - Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
SQ8.2a	Lot 2 - Previous Contract Example Details	Evaluation	Pass/Fail
SQ8.2b	Lot 2 - Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ8.2c	Lot 2 - Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
SQ8.3a	Lot 3 - Previous Contract Example Details	Evaluation	Pass/Fail
SQ8.3b	Lot 3 - Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ8.3c	Lot 3 - Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
SQ8.4a	Lot 4 - Previous Contract Example Details	Evaluation	Pass/Fail
SQ8.4b	Lot 4 - Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail

SQ8.4c	Lot 4 - Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
SQ8.5a	Lot 5 - Previous Contract Example Details	Evaluation	Pass/Fail
SQ8.5b	Lot 5 - Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ8.5c	Lot 5 - Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
SQ8.6a	Lot 6 - Previous Contract Example Details	Evaluation	Pass/Fail
SQ8.6b	Lot 6 - Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ8.6c	Lot 6 - Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail

12. AWARD STAGE EVALUATION

12.1 If a Potential Provider's Tender has met each of the requirements of paragraph 11.7.1, consideration will then be given to the responses to the Award Questionnaire and Prices submitted in the relevant Pricing Model for each Lot – Attachments 10 - 15 and evaluated in accordance with this paragraph 12.

12.2 The Award Stage evaluation for each Lot will comprise of:

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

12.2.2 an evaluation of the prices tendered in the Pricing Model (**"Price Evaluation"**)

12.2.3 The maximum possible weighted score capable of being achieved by a Potential Provider will be 100 points (being the sum of the scores achieved for Quality Evaluation and Price Evaluation i.e. 75 + 25)

12.2.4 The Quality Evaluation is weighted as 75%. The Price Evaluation is weighted as 25% for each Lot.

12.3 Quality Evaluation

12.3.1 The question in Section A – Generic Mandatory Questions, of the Award Questionnaire (AQA1-AQA18 Mandatory Requirements) is assessed on a pass/fail basis. If you receive a 'fail' for this question your Tender will be excluded from further participation in this Procurement.

12.3.2 The evaluation of each of the scored questions in the Award Questionnaire i.e.:

- AQB1, AQB2, AQB3, AQB4, (Generic Questions), and

- AQC1 and AQC2 (Lot 1 only),
- AQC3 and AQC4 (Lot 2 only),
- AQC5 and AQC6 (Lot 3 only),
- AQC7 and AQC8 (Lot 4 only)
- AQC9 and AQC10 (Lot 5 only)
- AQC11 and AQC12 (Lot 6 only).

will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 9.2 of this ITT.

12.3.3 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:

12.3.3.1 Question AQB2 Only:

MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

12.3.3.2 Questions AQB1 AQB3, AQB4, AQC1, AQC2, AQC3, AQC4, AQC5, AQC6, AQC7, AQC8, AQC9, AQC10, AQC11 and AQC12

MARK	PERCENTAGE OF THE MAXIMUM MARK 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

12.3.4 The mark achieved in response to a question will enable the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question.

12.3.5 The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 12.3.7 below. For example, if a Potential Provider achieved a mark of 66 out of 100 for a question, it would equate to 66% of 100%

multiplied by the question weighting as a percentage (being the Maximum Score Available for that question).

12.3.6 When the score for each question has been determined they will be added together and the total weighted scores will be multiplied by 75% to determine an overall score for the Quality Evaluation (“**Quality Score**”). See worked example in the table below:

12.3.7 Example – Potential Provider A

LOT 1 Only

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Mobilisation (Generic)	15 %	100	100	15	15
AQB2	Management of Sub-Contractors / Supply Chain Management (Generic)	15%	100	100	15	15
AQB3	Account Management (Generic)	10 %	100	100	10	10
AQB4	Continuous Improvement (Generic)	10 %	100	100	10	10
AQC1	Delivery of the Core Service Disciplines (Lot 1 – Project Management and Full Design Team Services) – Two Stage Design and Build Procurement Route	25 %	100	100	25	25
AQC2	Delivery of the Core Service Disciplines (Lot 1 – Project Management and Full Design Team Services) – Traditional Procurement Route	25%	100	66	25	16.5
Maximum Score Available					100.00	
Potential Provider A’s Total Weighted Score						91.50
Potential Provider A’s Quality Score (Total Weighted Score multiplied						68.63

by 75% Quality)

LOT 2 Only

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Mobilisation (Generic)	15 %	100	100	15	15
AQB2	Management of Sub-Contractors / Supply Chain Management (Generic)	15%	100	100	15	15
AQB3	Account Management (Generic)	10 %	100	100	10	10
AQB4	Continuous Improvement (Generic)	10 %	100	100	10	10
AQC3	Delivery of the Core Service Disciplines (Lot 2 – Project Management and Full Design Team Services) – Two Stage Design and Build Procurement Route	25 %	100	100	25	25
AQC4	Delivery of the Core Service Disciplines (Lot 2 – Project Management and Full Design Team Services) – Traditional Procurement Route	25%	100	100	25	25
Maximum Score Available					100.00	
Potential Provider A's Total Weighted Score						100.00
Potential Provider A's Quality Score (Total Weighted Score multiplied by 75% Quality)						75.00

LOT 3 Only

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Mobilisation (Generic)	15 %	100	100	15	15
AQB2	Management of Sub-Contractors / Supply Chain Management (Generic)	15%	100	25	15	3.75
AQB3	Account Management (Generic)	10 %	100	33	10	3.3
AQB4	Continuous Improvement (Generic)	10 %	100	100	10	10
AQC5	Delivery of the Core Service Disciplines (Lot 3 – Project Management and Full Design Team Services) – Two Stage Design and Build Procurement Route	25 %	100	66	25	16.5
AQC6	Delivery of the Core Service Disciplines (Lot 3 – Project Management and Full Design Team Services) – Traditional Procurement Route	25%	100	66	25	16.5
Maximum Score Available					100.00	
Potential Provider A's Total Weighted Score						65.05
Potential Provider A's Quality Score (Total Weighted Score multiplied by 75% Quality)						48.78

LOT 4 Only

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
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AQB1	Mobilisation (Generic)	15 %	100	33	15	4.95
AQB2	Management of Sub-Contractors / Supply Chain Management (Generic)	15%	100	100	15	15
AQB3	Account Management (Generic)	10 %	100	66	10	6.6
AQB4	Continuous Improvement (Generic)	10 %	100	100	10	10
AQC7	Delivery of the Core Service Discipline (Lot 4 – Project Management and Full Design Team Services) – Two Stage Design and Build Procurement Route	25 %	100	100	25	25
AQC8	Delivery of the Core Service Discipline (Lot 4 – Project Management and Full Design Team Services) – Traditional Procurement Route	25%	100	66	25	16.5
Maximum Score Available					100.00	
Potential Provider A's Total Weighted Score						78.05
Potential Provider A's Quality Score (Total Weighted Score multiplied by 75% Quality)						58.54

LOT 5 Only

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Mobilisation (Generic)	15 %	100	66	15	9.9
AQB2	Management of	15%	100	100	15	15

	Sub-Contractors / Supply Chain Management (Generic)					
AQB3	Account Management (Generic)	10 %	100	100	10	10
AQB4	Continuous Improvement (Generic))	10 %	100	66	10	6.6
AQC9	Delivery of the Core Service Disciplines (Lot 5 – Project Management and Full Design Team Services) – Two Stage Design and Build Procurement Route	25 %	100	33	25	8.25
AQC10	Delivery of the Core Service Disciplines (Lot 5 – Project Management and Full Design Team Services) – Traditional Procurement Route	25%	100	100	25	25
Maximum Score Available					100.00	
Potential Provider A's Total Weighted Score						74.75
Potential Provider A's Quality Score (Total Weighted Score multiplied by 75% Quality)						56.06

LOT 6 Only

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Mobilisation (Generic)	15 %	100	100	15	15
AQB2	Management of Sub-Contractors / Supply Chain Management	15%	100	75	15	11.25

	(Generic)					
AQB3	Account Management (Generic)	10 %	100	100	10	10
AQB4	Continuous Improvement (Generic)	10 %	100	66	10	6.6
AQC11	Delivery of the Core Service Disciplines (Lot 6 – Project Management and Full Design Team Services) – Two Stage Design and Build Procurement Route	25 %	100	100	25	25
AQC12	Delivery of the Core Service Disciplines (Lot 6 – Project Management and Full Design Team Services) – Traditional Procurement Route	25%	100	100	25	25
Maximum Score Available					100.00	
Potential Provider A's Total Weighted Score						92.85
Potential Provider A's Quality Score (Total Weighted Score multiplied by 75% Quality)						69.64

12.3.8 To proceed to the Price Evaluation Stage, Potential Providers must achieve a “pass” for the following mandatory question:

- (AQA1-AQA18 Mandatory Requirements All Lots); and
achieve a “pass” for the following mandatory questions relevant to each Lot for which they are bidding:
- (AQA19 - Lot 1 - Compliance With Framework Schedule 2: Part A – Services)
- (AQA20 - Lot 2 - Compliance With Framework Schedule 2: Part A – Services)
- (AQA21 – Lot 3 - Compliance With Framework Schedule 2: Part A – Services)
- (AQA22 – Lot 4 - Compliance With Framework Schedule 2: Part A – Services)
- (AQA23 – Lot 5 - Compliance With Framework Schedule 2: Part A – Services)
- (AQA24 – Lot 6 - Compliance With Framework Schedule 2: Part A – Services)

12.3.8.1 If a Potential Provider fails to achieve a “pass” for the mandatory questions in Section A relevant to each Lot for which they are bidding, they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.

12.3.9 In addition to paragraph 12.3.8, to proceed to the Price Evaluation Stage, Potential Providers must also achieve or exceed a Quality Score of **45.5** (“**Minimum Quality Threshold**”) across questions AQB1, AQB2, AQB3 and AQB4 (Generic Questions), and the following mandatory questions in Section A relevant to each Lot for which they are bidding:

- AQC1 and AQC2 (Lot 1 only),
- AQC3 and AQC4 (Lot 2 only),
- AQC5 and AQC6 (Lot 3 only),
- AQC7 and AQC8 (Lot 4 only),
- AQC9 and AQC10 (Lot 5 only)
- AQC11 and AQC12 (Lot 6 only).

12.3.9.1 If a Potential Provider fails to achieve or exceed the Minimum Quality Threshold relevant to each Lot for which they are bidding, they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.

12.3.10 If a Potential Provider is awarded a mark of 0 (zero) for any of the scored questions i.e.:

- AQB1, AQB2, AQB3 and AQB4 (Generic Questions All Lots)
- AQC1 and AQC2 (Lot 1 only),
- AQC3 and AQC4 (Lot 2 only),
- AQC5 and AQC6 (Lot 3 only),
- AQC7 and AQC8 (Lot 4 only)
- AQC9 and AQC10 (Lot 5 only)
- AQC11 and AQC12 (Lot 6 only).

they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.

12.4 Overview of Quality Evaluation (Quality Criteria and Weightings)

		Marking Scheme
SECTION A – GENERIC MANDATORY REQUIREMENTS		
AQA1 – AQA18	Compliance With Framework Schedule 2: Part A - Services (All Lots)	PASS / FAIL
SECTION A – LOT SPECIFIC MANDATORY REQUIREMENTS		
AQA19 –	Compliance With Framework Schedule 2: Part A – Services (Lot	PASS / FAIL

AQA24	Specific)	
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		Marking Scheme	Weighting (%)
SECTION B - GENERIC QUESTIONS ALL LOTS			
AQB1	Mobilisation (All Lots)	100/66/33/0	15
AQB2	Management of Sub-Contractors / Supply Chain Management (All Lots)	100/75/50/25/0	15
AQB3	Account Management (All Lots)	100/66/33/0	10
AQB4	Continuous Improvement (All Lots)	100/66/33/0	10

		Marking Scheme	Weighting (%)
SECTION C – LOT SPECIFIC QUESTIONS			
AQC1	Delivery of the Core Service Disciplines (Lot 1 – Multi Disciplinary Services) – Design and Build: Two Stage Procurement Route	100/66/33/0	25
AQC2	Delivery of the Core Service Disciplines (Lot 1 – Multi Disciplinary Services) – Traditional Procurement Route	100/66/33/0	25
AQC3	Delivery of the Core Service Disciplines (Lot 2 – Project Management Services) – Design and Build: Two Stage Procurement Route	100/66/33/0	25
AQC4	Delivery of the Core Service Disciplines (Lot 2 – Project Management Services) – Traditional Procurement Route	100/66/33/0	25
AQC5	Delivery of the Core Service Disciplines (Lot 3 – Architectural Services) – Design and Build: Two Stage Procurement Route	100/66/33/0	25
AQC6	Delivery of the Core Service Disciplines (Lot 3 – Architectural Services) – Traditional Procurement	100/66/33/0	25

	Route		
AQC7	Delivery of the Core Service Discipline (Lot 4 – Cost Management Services) – Design and Build: Two Stage Procurement Route	100/66/33/0	25
AQC8	Delivery of the Core Service Discipline (Lot 4 – Cost Management Services) – Traditional Procurement Route	100/66/33/0	25
AQC9	Delivery of the Core Service Disciplines (Lot 5 – Civil & Structural Engineering Services) – Design and Build: Two Stage Procurement Route	100/66/33/0	25
AQC10	Delivery of the Core Service Disciplines (Lot 5 – Civil & Structural Engineering Services) – Traditional Procurement Route	100/66/33/0	25
AQC11	Delivery of the Core Service Disciplines (Lot 6 – Building Services Engineering) – Design and Build: Two Stage Procurement Route	100/66/33/0	25
AQC12	Delivery of the Core Service Disciplines (Lot 6 – Building Services Engineering) – Traditional Procurement Route	100/66/33/0	25

12.5 Price Model and Price Evaluation Process

- 12.5.1 Potential Providers must read and follow the Price Model and Price Evaluation Guidance (Attachment 18) which explains how a Price shall be submitted and also explains how the submitted Price will be evaluated.
- 12.5.2 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
- 12.5.3 Potential Providers must download and complete the individual Core Service Discipline Pricing Model workbook(s) in respect of the Lot(s) for which they are submitting a Tender i.e. if a Potential Provider is submitting a Tender for **Lots 1, 2 and Lot 5** they must complete:

Lot 1 – Attachments:

- 10a – Architect (Lot 1),
- 10b - BIM Co-ordinator (Lot 1),
- 10c - BIM Information Manager (Lot 1),
- 10d - Building Services Engineer (Lot 1),

- 10e - Civil and Structural Engineer (Lot 1),
- 10f - Cost Consultant (Lot 1),
- 10g - Lead Designer (Lot 1),
- 10h - Principal Designer (Lot 1), and
- 10i - Project Management (Lot 1);

Lot 2 – Attachment:

- 11 - Project Management (Lot 2); and

Lot 5 – Attachments:

- 14a - BIM Co-ordinator,
- 14b - BIM Information Manager, and
- 14c - Civil and Structural Engineer

- 12.5.4 Potential Providers must upload the completed Pricing Model workbook(s) into the e-Sourcing Suite attached to question SQ6.3. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Pricing Model Lot 1 – Attachment 10a – Architect]
- 12.5.5 The Prices submitted in the Pricing Model workbook(s) will form part of Framework Schedule 3 (Framework Prices and Charging Structure).
- 12.5.6 All Prices submitted in the Pricing Model workbook(s) shall be the maximum Framework Prices.
- 12.5.7 Any Services which you may wish to offer as “Free of Charge” can only be offered at the Call Off stage and should not be included in your Tender.
- 12.5.8 Potential Providers must not alter, amend or change the format or layout of any Pricing Model workbooks. Potential Providers shall not insert or attach any notes or comments into any of the workbooks or upload as a separate attachment. Any such additional information will be disregarded by the Authority and your Tender may be disqualified from further participation in this Procurement.
- 12.5.9 Zero bids will be not be accepted where a Price is required. Failure to insert a required Price, or to upload the relevant Pricing Model workbook in response to the Lot(s) for which you are submitting a Tender, may result in your Tender being deemed non-compliant and may be excluded from further participation in this Procurement.
- 12.5.10 All Prices submitted must be excluding VAT and in Sterling (£).

12.6 Abnormally Low Tenders

- 12.6.1 As part of the Price Evaluation process, if the Authority considers your Tender submitted to be abnormally low, the Authority may reject your offer.
- 12.6.2 Potential Providers shall note and understand paragraph 5 of Part 1 - Price Model and Price Evaluation Guidance (Attachment 18) which explains how the Authority may apply a median threshold to the submitted Prices to help identify any Tenders which may be deemed as being “abnormally low”.
- 12.6.3 Any Potential Provider who submits a Tender price which is 30% or more below the median of all other Potential Providers’ tendered Price, may be challenged by the Authority for that particular Procurement Type (Percentage Project Fees) or grades (Time Charge Fees) as it may be deemed to be abnormally low.
- 12.6.4 In accordance with Regulation 69 the Authority will take the following steps:

12.6.4.1 To request in writing an explanation of the potential abnormally low Tender , which may include an explanation of:

- a. The economics of the Services provided;
- b. The technical solutions offered by you or the exceptionally favourable conditions available to you for the provision of the Services;
- c. The originality of the Services;
- d. Your compliance with the provisions relating to employment protection and working conditions in force at the place where the Services are being performed; or
- e. The possibility of you obtaining State Aid.

12.6.4.2 To take account of the evidence provided in response; and

12.6.4.3 To subsequently verify the Tender being abnormally low, in order to determine whether the Authority is satisfied that the evidence you have provided accounts for the low Tender.

12.7 Final Score

12.7.1 The Quality Score awarded will be added to the Price Score to determine the Final Score for each Potential Provider (**“Final Score”**).

12.7.2 Rounding up to 2 decimal places takes place in the e-Sourcing Suite. The Authority will not apply any other rounding. All results will be ranked by the highest score. Please see example below:

Lot 1

Supplier	Rank	Quality Score	Price Score	Final Score
		(Maximum Score Available 75)	(Maximum Score Available 25)	(Maximum Score Available 100)
S	1 st	75.00	17.50	92.50
P	2 nd	75.00	17.30	92.30
G	3 rd	75.00	15.20	90.20
F	4 th	69.64	20.06	89.70

13. FINAL DECISION TO AWARD

- 13.1** Following evaluation of Potential Providers' Tenders in accordance with the evaluation process set out in this ITT, a Framework Agreement will be concluded with the Potential Providers who offer the most economically advantageous Tenders. The most economically advantageous tenders shall be those with the highest Final Scores.
- 13.2** For the purposes of determining the final decision to award all the results will be ranked from highest score downwards. The Authority will then appoint the number of Suppliers to the Framework Agreement as stated in paragraph 2.1 of this ITT and in the OJEU Notice.
- 13.3** For Lot 1 only, the maximum number of Suppliers for this Framework Agreement may increase where two (2) or more Potential Providers have tied scores and are placed in the last position. In such cases, Potential Providers who are tied with the same score in the last position shall be deemed to be one (1) Supplier for the purpose of calculating the maximum number of Suppliers. 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. For the avoidance of doubt, last position of Lot 1 is 15th position.
- 13.4** For Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 only, the maximum number of Suppliers for this Framework Agreement may increase where two (2) or more Potential Providers have tied scores and are placed in the last position in the same Lot. In such cases, Potential Providers who are tied with the same score in the last position in the same Lot shall be deemed to be one (1) Supplier for the purpose of calculating the maximum number of Suppliers. 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. For the avoidance of doubt, last position of Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 is 10th position.
- 13.5** The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 13.6** Should any of the successful Potential Providers decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 13.7** Potential Providers submitting a Tender for more than one Lot are required to specify their order of preference (response to question SQ6.2 of the Selection Questionnaire).
- 13.8** If a Potential Provider is ranked within the top fifteen (15) places in respect of Lot 1 and ranked in the top ten (10) places in respect of three (3) or more of Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 (in terms of Final Score) it will only be awarded a place on the Framework Agreement according to the Potential Provider's order of preference as follows:
- 13.8.1 Lot 1 **and** up to two (2) of the remaining Lots (i.e. Lot 1 and a maximum of two (2) from Lot 2, Lot 3, Lot 4, Lot 5 or Lot 6); or
- 13.8.2 Up to all five (5) of Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 but will **not** be awarded a place on Lot 1
- 13.9** Where a Potential Provider has been ranked within the top fifteen (15) places of Lot 1 and ranked in the top ten (10) places of three (3) or more of Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6, in accordance with paragraph 13.6 an offer will be made to the next ranking Potential Provider in that Lot(s).
- 13.10** The worked example at paragraph 13.10.1 shows the Potential Provider's Final Score and the approach that will be taken in establishing the most economically advantageous Tenders to provide the Services across all Lots in accordance with paragraphs 13.7 and 13.8:

13.10.1 Worked Example (including the Supplier's Final Score and Lot preference)

	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6
Supplier A	80.54 ^{1st}	81.34 ^{2nd}			78.50 ^{4th}	76.00 ^{3rd}
Supplier B	74.20 ^{1st}	87.40 ^{3rd}	89.30 ^{2nd}	73.00 ^{5th}	69.00 ^{4th}	
Supplier C				74.00		
Supplier D	87.00 ^{1st}		99.00 ^{4th}	87.00 ^{2nd}		83.00 ^{3rd}
Supplier E				89.60		
Supplier F	89.70 ^{1st}		67.80 ^{2nd}	86.80 ^{4th}	75.70 ^{3rd}	
Supplier G	90.20 ^{1st}	84.11 ^{2nd}	76.02 ^{4th}			86.57 ^{3rd}
Supplier H	87.80 ^{1st}			96.89 ^{4th}	83.50 ^{2nd}	90.07 ^{3rd}
Supplier I		92.36				
Supplier J	87.40 ^{1st}	93.48 ^{3rd}	77.42 ^{4th}	88.50 ^{6th}	80.45 ^{2nd}	97.06 ^{5th}
Supplier K						78.54
Supplier L	75.20 ^{1st}		78.35 ^{2nd}	91.14 ^{3rd}		85.50 ^{4th}
Supplier M				89.89	77.56	
Supplier N	75.40 ^{1st}		79.28 ^{4th}	78.54 ^{3rd}		88.30 ^{2nd}
Supplier O			79.75		78.40	76.34
Supplier P	92.30 ^{1st}	90.60 ^{2nd}			83.40 ^{4th}	85.00 ^{3rd}
Supplier Q	82.50 ^{1st}	89.66 ^{3rd}	80.68 ^{2nd}			
Supplier R		88.65			71.56	86.82
Supplier S	92.50 ^{1st}	91.24 ^{2nd}	81.61 ^{3rd}		89.50 ^{4th}	
Supplier T		78.82		83.00	88.50	87.45
Supplier U	75.70 ^{1st}	87.35 ^{3rd}	82.54 ^{2nd}		87.43 ^{4th}	
Supplier V			83.01	78.65		89.34
Supplier W	78.10 ^{1st}	86.40 ^{4th}		90.12 ^{2nd}	79.95 ^{3rd}	
Supplier X	78.25 ^{1st}	83.45 ^{2nd}			84.45 ^{3rd}	79.70 ^{4th}
Supplier Y			84.40			
Supplier Z	80.70 ^{1st}	82.98 ^{2nd}	84.87 ^{3rd}	77.53 ^{4th}		

13.10.2 In Lot 1 the 15 (fifteen) Potential Providers who achieved the highest Final Score will be awarded a place on that framework. In this example Supplier B was unsuccessful in Lot 1 as their Final Score was lower than the Potential Provider ranked in 15th place.

13.10.3 In Lot 2, Supplier W did not achieve a place on the framework for Lot 2. Although they achieved a Final Score within the first 10 (ten) places, they expressed Lot 2 as their 4th preference. As they have been successful in their 3 preferred Lots (Lot 1, Lot 4 and Lot 5) and as per paragraph 13.8 an offer will be made to the next ranking Potential Provider, meaning that the final place on the framework in respect of Lot 2 will be offered to Supplier X.

- 13.10.4 In Lot 3 Supplier D and Supplier N did not achieve a place on the framework for Lot 3. Although they achieved a Final Score within the first 10 (ten) places, both suppliers expressed Lot 3 as their 4th preference. As per paragraph 13.8 an offer will be made to the next ranking Potential Provider, meaning that the final place on the framework in respect of Lot 3 will be offered to Supplier F and Supplier L.
- 13.10.5 In Lot 4 Supplier F, Supplier H and Supplier J did not achieve a place on the framework for Lot 4. Although they achieved a Final Score within the first 10 places, they expressed Lot 4 as their 4th, 4th and 6th preference respectively. As per paragraph 13.8 an offer will be made to the next ranking Potential Providers, meaning that the final places on the framework in respect of Lot 4 will be offered to Supplier C, Supplier N and Supplier V.
- 13.10.6 In Lot 5 Supplier P, Supplier S and Supplier U did not achieve a place on the framework for Lot 5. Although they achieved a Final Score within the first 10 places, they all expressed Lot 5 as their 4th preference. As per paragraph 13.8 an offer will be made to the next ranking Potential Providers, meaning that the final places on the framework in respect of Lot 5 will be offered to Supplier F, Supplier M and Supplier R.
- 13.10.7 In Lot 6 Supplier J and Supplier L did not achieve a place on the framework for Lot 6. Although they achieved a Final Score within the first 10 places, they expressed Lot 5 as their 5th and 4th preference respectively. As per paragraph 13.8 an offer will be made to the next ranking Potential Providers, meaning that the final places on the framework in respect of Lot 6 will be offered to Supplier K and Supplier O.
- 13.11** Following a Standstill Period of ten (10) calendar 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 Providers.
- 13.12** The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten (10) 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 Suppliers. It allows unsuccessful Potential Providers 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.
- 13.13** In the event that there is a substantive challenge to the Procurement and such a challenge is confined to a single Lot, the Authority reserves the right, to the extent that it is lawful to do so, to conclude a Framework Agreement with a successful Potential Provider in respect of the Lot that has not been challenged.
- 13.14** 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.
- 13.15** In accordance with the evaluation process set out in this ITT, the Potential Provider that offers the most economically advantageous tender (assessed in terms of the highest Final Score) for a particular Lot will be awarded that a place on the Framework for that Lot.

14. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means Crown Commercial Service (CCS);
Award Questionnaire	means the Award Questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 12;
Call Off Agreement	means a specific contract awarded by a Contracting Authority under the terms of the Framework Agreement. The template call off agreement terms and conditions, to be used for every Call Off Agreement awarded under the terms of the Framework Agreement, are at either Attachment 5a or Attachment 5b;
Call Off Contract	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.2;
Contracting Authorities	means the bodies listed in the OJEU Notice and “Contracting Authority” shall be construed accordingly;
Cyber Essentials	means one of the two levels of certification which are available under the Cyber Essentials Scheme;
Cyber Essentials Data	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
Cyber Essentials Scheme	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
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 12.7;
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 (Guarantee);

Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Schedule	means a schedule to the Framework Agreement;
'Go Live'	means the first date that the Service Provision For Financial Management Reform Costing Programme will be active and available to Users;
Grade	has the meaning used in Framework Agreement Schedule 3 (Framework Prices and Charges Structure);
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 and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;
Lead Contact	means the individual nominated by 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 responses to the Selection and Award Questionnaires;
Management Charge	means the sum payable by the Supplier to the Authority being an amount equal to 1 per cent (1%) of all Charges for the Services invoiced to the Contracting Authorities by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Contracts entered pursuant to this Framework Agreement;
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 depending on the quality of its response to a question as set out in Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and Award Questionnaire Response Guidance, Evaluation and Marking Scheme - Attachment 3;
Maximum Mark Available	has the meaning set out in paragraph 12.3.3;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 12.3.4;
Minimum Quality Threshold	means a Quality Score of 45.5

Occasion of Tax Non Compliance	<p>means:</p> <p>(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:</p> <ol 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 <p>(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;</p>
OJEU Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Participation Requirements and Selection Questionnaire	means the Participation Requirements and Selection Questionnaire and Guidance set out in the e-Sourcing Suite;
Parties	means the Authority or the Supplier;
Potential Provider	has the meaning in paragraph 1.2;
Price / Prices	means the Percentage Project Fee, and/or Time Charge Fees for both Hourly and Daily Time Charge rates as set out and defined in Pricing Instructions - Attachment 18 and also used for the Price Evaluation;
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 12.5;
Pricing Model	means the Pricing Model workbooks as set out in Attachments 10a – Architect (Lot 1), 10b - BIM Co-ordinator (Lot 1), 10c - BIM Information Manager (Lot 1), 10d - Building Services Engineer (Lot 1), 10e - Civil and Structural Engineer (Lot 1), 10f - Cost Consultant (Lot 1), 10g - Lead Designer (Lot 1), 10h - Principal Designer (Lot 1), & 10i - Project Management (Lot 1); 11 - Project Management (Lot 2); 12a - BIM Co-ordinator (Lot 3), 12b - BIM Information Manager (Lot 3), 12c - Building Services Engineer (Lot 3), 12d - Lead Designer (Lot 3), & 12e - Principal Designer (Lot 3); 13 - Cost Consultant (Lot 4); 14a - BIM Co-ordinator (Lot 5), 14b - BIM Information Manager (Lot 5), & 14c - Civil and Structural Engineer (Lot 5); and 15a - BIM Co-ordinator (Lot 6), 15b - BIM Information Manager (Lot 6), & 15c – Building Services Engineer (Lot 6) in the eSourcing Suite;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authority as described in the OJEU Notice;
Procurement Type	This describes the type of construction procurement route available through this agreement, of which there are 6 types.
Percentage Project Fee(s)	This describes the percentage to be used to establish fees against an overall project value.

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 12.4;
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 Participation Requirements and Selection Questionnaire set out in the e-Sourcing Suite;
Services	means the Services that may be provided by Suppliers, as set out at Framework Schedule 2: Part A: Services - Attachment 9a (Specification). Attachment 9b (Annex A – Schedule of Services), Attachment 9c (Annex B – Qualifications and Experience), Attachment 9d (Annex C - Data and Personnel Security Mandatory Requirements), and Attachment 9e (Annex D – RIBA Work Plan Stage Definitions)
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/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ;
Standstill Period	has the meaning as set out in paragraph 13.11;
Sub-Contractor	means a third party which: 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); pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;
Supplier / Suppliers	means a Potential Provider(s) with whom the Contracting Authority has concluded a Framework Agreement;
Template Call Off Agreement	means []
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Period	means the period from the OJEU Notice Dispatch to the Tender Submission Deadline as set out in paragraph 4;
Tender Clarifications Deadline	means the time and date set out in paragraph 4 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4 for the latest uploading of Tenders;

Time Charge Fee(s)	This describes the charge associated with each discipline, split into either Hourly or Daily fees.
User	means a Contracting Authority's employee who is eligible to use the Financial Management Reform Costing Programme schemes;
Voluntary Community Social Enterprise or VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales;