



Crown
Commercial
Service



Ministry
of Defence

Invitation to Tender for Open Procedure for

ACQUISITION SUPPORT PARTNER

REFERENCE NUMBER

RM 3738

ATTACHMENT 1

CONTENTS

1.	GLOSSARY	3
2.	INTRODUCTION.....	6
3.	REQUIREMENTS	7
4.	PROCUREMENT TIMETABLE	8
5.	COMPLETING AND SUBMITTING A TENDER	9
6.	CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUP OF ECONOMIC OPERATORS)	12
7.	QUESTIONS AND CLARIFICATIONS	15
8.	OVERVIEW OF THE EVALUATION PROCESS.....	16
9.	QUALIFICATION STAGE EVALUATION	18
10.	AWARD STAGE EVALUATION.....	26
11.	FINAL DECISION TO AWARD	29

ATTACHMENT 2	STATEMENT OF REQUIREMENTS
ATTACHMENT 2a	[SQA2k] AFFILIATED COMPANY DATA SHEET
ATTACHMENT 3	ACQUISITION SYSTEM OPERATING MODEL(ASOM)
ATTACHMENT 4	ACQUISITION SYSTEM HANDBOOK (ASH)
ATTACHMENT 5	FINANCE MILITARY CAPABILITY OPERATING MODEL (FinMilCap OM)
ATTACHMENT 6	HOW DEFENCE WORKS
ATTACHMENT 7	SELECTION QUESTIONNAIRE RESPONSE GUIDANCE, EVALUATION AND MARKING SCHEME
ATTACHMENT 8	AWARD QUESTIONNAIRE RESPONSE GUIDANCE, EVALUATION AND MARKING SCHEME
ATTACHMENT 9	CONTRACT TERMS AND CONDITIONS
ATTACHMENT 10	PRICING MODEL
ATTACHMENT 11	TERMS OF PARTICIPATION
ATTACHMENT 12	DECLARATION OF COMPLIANCE
ATTACHMENT 13	DEED OF GUARANTEE
ATTACHMENT 14	CONTRACT POPULATION TEMPLATE
ATTACHMENT 15	FINANCIAL ASSESSMENT TEMPLATE
ATTACHMENT 16	CAPABILITY PRACTITIONERS MANAGERS GUIDE

1. GLOSSARY

Agent	means the Crown Commercial Service of 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP which is acting on behalf of the Contracting Authority in managing the Procurement and its associated activities;
Acquisition Support Partner or ASP	means the Contractor who will provide the full scope of the tasks under this contract
Acquisition System Authority or ASA	means the central MOD body that ensures that the Acquisition System operates as effectively and efficiently as intended
"Acquisition System	means a set of interfacing activities with clearly defined roles, responsibilities and accountabilities that contribute to the acquisition function as it relates to equipment and logistics support
Acquisition System Handbook or ASH	means the document which provides explanatory direction and guidance for the users of the Acquisition System
Acquisition System Operating Model	means a model articulating key principles, accountabilities and organisational interfaces for the overall Acquisition System
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 8.1.2;
Background Questions	has the meaning in paragraph 9.1.1;
Bespoke Trading Entity, BTE	means the Bespoke Central Government Trading Entity, being the organisational construct to which most of the functions of DE&S were transferred on 2 April 2014. It is an Arms Length Body "owned" by the Authority
Calendar Days	means any day, including weekends and Bank Holidays;
Command Acquisition Support Plan, CASP	means the agreement for 2015 onwards, between the Front Line Commands (and Strategic Programmes) and DE&S, setting out each Command's delivery requirements of DE&S. This is the successor to SMART contracts
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.3;
Contract	means the written agreement between the Contracting Authority and the Supplier consisting of the Tender and these clauses and as set out at Attachment 5;
Contract Award	means the conclusion of the Procurement and the award of the contract to the successful Supplier;
Contracting Authority	means the Ministry of Defence, as described in the OJEU Contract Notice whose offices are located at ;
e-Sourcing Suite	means online tender management and administration system used by the Contracting Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 10.6;
Group	Means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company. Holding

	company and subsidiary shall mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;
Invitation to Tender or ITT	means this invitation to tender document incorporating the Terms of Participation and all related documents published by the Contracting Authority in relation to this Procurement;
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 Attachment 6 - Selection Questionnaire Response Guidance, Evaluation and Marking Scheme and Attachment 7 - Award Questionnaire Response Guidance, Evaluation and Marking Scheme;
Month	means calendar month;
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Firm Price	Firm Price is the sum of the WORK PACKAGES;
Potential Provider	has the meaning in paragraph 6.2;
Price Evaluation Process	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 10.4.16
Procurement	means the process used to establish a Contract that facilitates the supply of the Services to the Contracting Authority as described in the OJEU Contract Notice;
Qualification Stage	has the meaning in paragraph 8.1.1;
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 10.3.1.3;
Regulations	means the Public Contracts Regulations 2015 (located at The Public Contracts Regulations 2015 and the Public Contracts (Scotland) Regulations
Required Services	has the same meaning given to as "Services";
Schedule	means a schedule of the Contract;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Service Specification	The specification of services set out in Attachment – Statement of Requirements;
Services	means the services to be provided by the Supplier appointed to the Acquisition Support Partner Contract and as outlined in Attachment 2 – Statement of Requirements;
SPV	Has the meaning Special Purpose Vehicle as set out in paragraph 6.7.1.2;
Standstill Period	has the meaning as set out in paragraph 11.5 ;
Supplier	means a Potential Provider with whom the Contracting Authority has concluded the Contract;

MOD Acquisition Support Partner RM3738

Instructions To Tender

Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
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;
Week	means working week;
Working Day	Means any day other than a Saturday or Sunday or public holiday in England and Wales.

2. INTRODUCTION

- 2.1 Welcome to this Procurement, which is being managed by Crown Commercial Service (referred to as the Agent) on behalf of Ministry Of Defence. The contract will be managed by the..
- 2.2 This Procurement will establish a single supplier Contract for the delivery of Acquisition Support Partner for The Ministry of Defence. The Services are further described in paragraph 3 of this Invitation to Tender (ITT).
- 2.3 The Acquisition Support Partner Contract will be between the successful Potential Provider and the Contracting Authority.
- 2.4 This ITT contains the information and instructions that Potential Providers would need to consider when submitting a compliant completed Tender. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of the Tender from this Procurement.
- 2.5 Please also read the Terms of Participation as they form part of this ITT and they will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and the Agent.
- 2.6 The Agent is managing this Procurement in accordance with its general obligations under the Regulations, and specifically in accordance with the open procedure (Regulation 27)
- 2.7 The Agent is using an e-Sourcing Suite to manage this Procurement and to communicate with Potential Providers. No hard copy documents will be issued and all communications with the Agent (including the submission of Tenders) will be conducted via the e-Sourcing Suite. To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates in the e-Sourcing Suite is accurate at all times as the Agent will not be under any obligation to use any other point of contact.
- 2.8 The Selection and Award Questionnaires have been designed in the eSourcing Suite. Your responses to selection and award questions should be completed online, and any supporting attachments should be uploaded at question level. It is strongly recommended that Potential Providers **do not** download and complete the offline bidding template (a facility offered by the eSourcing Suite) and upload the response back onto the e-Sourcing Suite. Further information on this can be found in the Award Questionnaire Response Guidance, Evaluation and Marking Scheme document.
- 2.9 This ITT includes:
 - 2.9.1 Information regarding the Procurement, such as the procurement timetable;
 - 2.9.2 Details of the Services that the Potential Provider will be required to supply can be found in Statement of Requirements (Attachment 2);
 - 2.9.3 The Contract Terms and Conditions (Attachment 8);
 - 2.9.4 Instructions explaining how to submit questions and requests for clarification;
 - 2.9.5 Instructions explaining how to complete and submit a Tender;
 - 2.9.6 Template documents required to complete a Tender; and
 - 2.9.7 Details of the evaluation process used to identify the most economically advantageous Tenders.
- 2.10 Potential Providers are welcome to ask questions or seek clarification regarding this Procurement. (See paragraph 7 for details for how to do so). Potential Providers should ensure that they have read all the documentation contained within this ITT and attachments on the e-Sourcing Suite thoroughly so that questions or clarifications are not raised unnecessarily.

3. REQUIREMENTS

- 3.1 A detailed description of the Services that the Potential Provider will be required to supply is set out in full at
 - 3.1.1 Attachment 2 – Statement of Requirement
 - 3.1.2 Attachment 3 - Acquisition System Operating Model (ASOM)
 - 3.1.3 Attachment 4 Acquisition System Handbook (ASH)
 - 3.1.4 Attachment 5 Financial Military capability Operating Model (FOM)
 - 3.1.5 Attachment 6 How Defence Works
 - 3.1.6 Attachment 16 Capability Practitioners Managers Handbook
- 3.2 The Acquisition Support Partner is a flagship project forming part of the MOD's reform programme to deliver an effective and efficient Acquisition System.
- 3.3 The Acquisition reforms have been captured in the Acquisition System Operating Model (ASOM) and the Acquisition System Handbook (ASH) 2019.
- 3.4 Details of the overall Contract value are set out in the OJEU Contract Notice.

4. PROCUREMENT TIMETABLE

- 4.1 The indicative timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by the Agent at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable).
- 4.3 Potential Providers will be informed through the e-Sourcing Suite if the Agent decides that changes to this timetable are necessary.

Wednesday 18th March 2015	Publication of the OJEU Contract Notice
Wednesday 18th March 2015	Release of the ITT to all Potential Providers.
Thursday 19th March 2015	Clarification period starts.
Wednesday 1st April 2015 at 1500 hrs.	Clarification period closes (" Tender Clarifications Deadline ").
Thursday 9th April 2015	Deadline for the publication of responses to Tender Clarification questions.
Friday 17th April 2015 at 1500hrs	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ").
Monday 1st June 2015	Intention to award notification of successful and not successful letters to Potential Providers
Thursday 11th June 2015 at 2359 hrs.	10 day standstill (in accordance with Regulation 87).
Friday 12th June 2015	Contract Signature by parties
Friday 12th June 2015	Expected "Commencement Date" of the Contract.

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a fully compliant Tender.
- 5.2 The information that Potential Providers need to provide and the documents that they need to complete and return in order to submit a compliant Tender are;
- 5.2.1 Attachment - 6 Selection Questionnaire (in the e-Sourcing Suite);
 - 5.2.2 Attachment - 7 Award Questionnaire (in the e-Sourcing Suite);
 - 5.2.3 Attachment - 8 Contract Terms & Conditions
 - 5.2.4 Attachment - 9 Pricing Information (uploaded as an attachment in the eSourcing suite)
 - 5.2.5 Attachment - 10 Terms of Participation
 - 5.2.6 Attachment - 11 Declaration of Compliance
 - 5.2.7 Attachment - 12 Deed of Guarantee and
 - 5.2.8 Attachment - 13 Contract Population Template (in the esourcing suite)
 - 5.2.9 Any additional documents that have been specifically requested by the Agent within the questions such as copies of certificates or licences and organisational structure diagrams.
- 5.3 The Agent utilises an e-Sourcing Suite to provide governance around the procurement process.
- 5.4 All Potential Provider responses must be managed through this tool. Potential Providers are therefore advised of the following:
- 5.4.1 It is the Potential Provider's responsibility to ensure that they have submitted a fully compliant Tender. Guidance on the process for Potential Providers can be found [here](#)
 - 5.4.2 Potential Providers should download the latest version of the guidance for each Procurement tendered, 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 Potential Providers may be unable to proceed further in the Procurement process.
 - 5.4.4 Potential Providers are strongly advised to allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity be started as soon as possible and not be left until the day of the Tender Submission
- 5.5 **Tender Preparation**
- 5.5.1 Potential Providers are strongly advised to read through all documentation first to ensure complete understanding of how to submit a fully compliant Tender. A fully compliant Tender requires each of the following documents to be completed and submitted to the Agent:
 - 5.5.2 a **SELECTION QUESTIONNAIRE** - comprising of Questionnaires which confirms understanding of the required documents, gather basic information about the Potential Provider and further information regarding a Potential Provider's financial standing and ability to provide the Services. The Selection Questionnaire is available in the e-Sourcing Suite. Potential Providers must complete each question contained in each questionnaire; and
 - 5.5.3 an **AWARD QUESTIONNAIRE** - comprising of Questionnaires which gather information regarding the Potential Provider's proposal to enable the Contracting Authority to perform the Quality Evaluation. The Award Questionnaire is available in the e-Sourcing Suite. Potential Providers must complete each question contained in each questionnaire; and

- 5.5.4 **PRICING INFORMATION** – (contained within Attachment 9 in the e-Sourcing Suite) which requires the Potential Provider to submit details of prices to enable the Agent to perform the Price Evaluation. The pricing section is available on the e-Sourcing Suite.
- 5.5.5 For technical guidance on how to complete questions and how to download and upload Attachments please see the Supplier Guidance available at <http://gps.cabinetoffice.gov.uk/i-am-supplier/respond-tender>

5.6 Additional Materials, Documents and Attachments

- 5.6.1 A fully compliant Tender must adhere to the following instructions;
 - 5.6.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Agent; and
 - 5.6.1.2 Any additional documents requested by the Agent must only be attached at the question level using a unique, un-ambiguous and relevant file name as specified by the Agent in the question. Any documents must be submitted in the format requested by the Agent in the question.

5.7 Data Entry

- 5.7.1 A fully compliant Tender must adhere to the following instructions;
 - 5.7.1.1 All answers in the Tender must be inserted into the relevant answer box located beneath the relevant question, unless an attachment is permitted. Only information entered into the relevant answer box or as an attachment supplied in accordance with the Agent's instructions will be taken into consideration for the purposes of evaluating a Tender;
 - 5.7.1.2 The Tender must be submitted in the English (UK) language;
 - 5.7.1.3 The Potential Provider must answer all requirements accurately and concisely;
 - 5.7.1.4 Where a number of options are offered as a response to a question, please select the relevant option from the drop down selection as your response;
 - 5.7.1.5 The Potential Provider 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; and
 - 5.7.1.6 The Agent will disregard any part of a response to a question which exceeds the specified word/character limit (that is the excess will be disregarded, not the whole response). Any stated word/character limit is assumed to include spaces and punctuation.

5.8 Deadline for the submission of Tenders

- 5.8.1 All Tenders must be received by the Agent before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).
- 5.8.2 Tenders received on or after the Tender Submission Deadline may be rejected by the Agent to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Agent's discretion.

5.9 Uploading and submitting a Tender

- 5.9.1 The Potential Provider is responsible for ensuring that its 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 Agent using the e-Sourcing Suite. Tenders submitted by any other means will **not** be accepted.
- 5.9.3 Potential Providers are not permitted to submit Tenders directly to the Agent and/or the Contracting Authority. Tenders submitted directly to the Agent and/or the Contracting Authority will **not** be accepted.
- 5.9.4 Elements of a Tender may be opened and submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. Instructions explaining how to formally submit the Tender to the Agent are located within the e-Sourcing Suite.
- 5.9.5 A Potential Provider may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Upon the Tender Submission Deadline, the Potential Provider must satisfy itself that it has submitted all responses and attached any attachments as requested through the e-Sourcing Suite. Tenders cannot be modified by Potential Providers after the Tender Submission Deadline.
- 5.9.6 A Potential Provider may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.

5.10 **Tender validity Period**

- 5.10.1 A Tender must remain valid and capable of acceptance by the Agent for a period of 120 calendar days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

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 Selection Questionnaire, will be satisfied. This means the Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 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 subject to Paragraph 6.7 below will ultimately enter into a Contract with the Contracting Authority and therefore assumes liability for performance of the Contract (the "**Potential Provider**").
- 6.3 With the exception of Sub-Contractors identified in the ITT Response (and subject to paragraph 6.9), no organisation other than the Potential Provider will be able to provide Services through the Contract, whether group company, subsidiary, parent company, holding company, associated company, franchisor, fellow franchisee, strategic partner or organisation in any other relationship whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the ITT Response.
- 6.4 When responding to the questions on the e-Sourcing Suite, the Potential Provider should give examples of its own experience and capability to demonstrate its ability to provide the Services in accordance with the requirements of the ITT and the Contract.
- 6.5 The Agent is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators consortium 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.
- 6.6 **Sub-Contracting Proposals**
- 6.6.1 If a Potential Provider needs to rely on the capability and/or experience of one or more Sub-Contractors in its Tender to demonstrate the Potential Provider's ability to provide the Services in accordance with the requirements of the question and the Contract it must inform the Agent in its Tender. A Potential Provider **using this approach** should indicate that it is a 'Prime Contractor' for the purposes of responding to the relevant question(s) in the Selection Questionnaire.
- 6.6.2 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on a sub-contractor, the name of the particular sub-contractor and explain the Sub-Contractor's capability and experience as the context of the question requires.
- 6.6.3 Where the Potential Provider proposes to use one or more sub contractors to deliver some or all of the contract requirements, question [] of the Selection Questionnaire at Attachment 6, should be completed to provide details of the proposed members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub contractor will be responsible for.
- 6.6.4 The Agent does not require all Sub-Contractors be disclosed. It only requires a Potential Provider to disclose those Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Contract. 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 Contract. For example if the Contracting Authority requires a Supplier to hold a particular licence – then the Potential Provider may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its Sub-Contractor 'XYZ Co'.

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:
 - 6.7.1.1 with all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract. Please note that in accordance with Regulation 19 (6)8 the Agent may require the consortium to form a single legal entity for the purpose of concluding the Contract;
 - 6.7.1.2 using a separate entity (often referred to as a special purpose vehicle or “**SPV**”) that will ultimately enter into a Contract with the Contracting Authority. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the consortium members will need to nominate a guarantor for the SPV’s performance of the Contract.
- 6.7.2 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
- 6.7.3 The Lead Contact should complete question [] of the Selection Questionnaire at Attachment [] to provide details of the members of the proposed Group of Economic Operators who will be jointly responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators
- 6.7.4 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators’ ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender

6.8 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 capability and experience as the context of the question requires **Queries**

6.8.1 It is difficult for these instructions to deal with all potential consortium and sub-contracting and Group of Economic Operators. If a Potential Provider is unsure how to classify and communicate its contracting arrangements in its Tender, then it should contact the Agent at the earliest opportunity in accordance with paragraph 7 (Questions and Clarifications).

6.9 Changes to the contracting arrangements

6.10 The Authority recognises that arrangements in relation to sub-contracting and Groups of economic operators may be subject to future change, and may not be finalised until a later date. However, Potential Providers should be aware that where information provided to the Authority indicates that sub-contractors and members of groups of economic operators are to play a significant role in delivering key contract requirements, any changes to those arrangements may affect the ability of the Potential Provider to proceed with the procurement process or to provide the goods and/or services required. Potential Providers should therefore notify the Authority immediately of any change in the proposed sub-contracting or arrangements. The Authority reserves the right to disqualify the Potential Provider prior to any award of contract, based on further assessment of the updated information.

6.11 Declaration of Compliance

6.11.1 At post award stage, the Agent requires you as either the Prime contractor or Lead Contact the successful Potential Provider to confirm within question SQC2b of the Selection Questionnaire that each Sub-Contractor and/or of the Group of Economic Operators member named in the Tender has read, understood and complied with the statements contained within Attachment 11 (Declaration of Compliance Part B). This provides the Agent with assurance that statements made by or in relation to the Sub-

Contractors and/or consortium members are accurate and that they have participated in this Procurement in accordance with the terms of the ITT and the Terms of Participation in Attachment 10.

7. QUESTIONS AND CLARIFICATIONS

- 7.1 Potential Providers 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 in paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 The Agent or the Contracting Authority will not enter into exclusive discussions regarding the requirements of this Procurement with Potential Providers.
- 7.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Agent will publish all its responses to questions raised by Potential Providers.
- 7.4 All responses to Potential Providers' questions will be published by the Agent in a "Questions and Answers" document, which will be available in the "Attachments" section of the e-Sourcing Suite.
- 7.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately two to three Working Days) intervals. The Agent will endeavour to publish responses to all questions outstanding at the end of the clarification period, by 8th April 2015 following the Tender Clarifications Deadline.
- 7.6 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 the Potential Provider and it will have an opportunity to withdraw it. If the question and or clarification is not withdrawn , then the response will be issued to all Potential Providers
- 7.7 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 and which is likely to require a prompt response from you.
- 7.8 Potential Providers 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 Agent. Answers to such questions may contain important information that may affect how Potential Providers complete their Tender.
- 7.9 So that the Authority can respond in time, requests for further information must be received by the Authority by, [1500] hours, on [01 APRIL 2015]. Any additional information will be supplied to the Tenderer no later than 4 days before the final date for receipt of tenders (i.e. by [08 April 2015]).

8. OVERVIEW OF THE EVALUATION PROCESS

8.1 Paragraphs 9 and 10 below set out and explain the procedure, stages and process by which the Agent and the Contracting Authority will assess Potential Provider's Tender. The evaluation procedure is divided into two key stages;

8.1.1 Qualification Stage Evaluation

The Agent and the Contracting Authority will assess responses to the Selection Questionnaire in accordance with paragraph 9 below ("**Qualification Stage**").

8.1.2 Award Stage Evaluation

The Agent and the Contracting Authority will assess responses to the Award Questionnaire in accordance with paragraph 10 below ("**Award Stage**").

8.2 Tenders that do not meet the selection criteria at the Qualification Stage will be disqualified from further consideration in this Procurement and will not be evaluated at the Award Stage.

8.3 Consensus Marking Procedure

8.3.1 Tender responses that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Qualification and the Award Stages.

8.3.2 The Consensus Marking Procedure is a two-step process, comprising of:

8.3.2.1 independent evaluation conducted by the Contracting Authority's evaluation team; and

8.3.2.2 group consensus marking facilitated by the Agent.

8.3.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Potential Providers in their Tender Response. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators' marks and related justifications will be recorded separately in the e-Sourcing Suite.

8.3.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:

8.3.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.

8.3.4.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to answers provided in the Tender Responses. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.

8.3.4.3 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 response guidance, evaluation and the marking scheme attached at Attachment 6 and Attachment 7. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider's answer to the question.

8.3.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.

- 8.3.4.5 The process above will be repeated until all applicable answers in the Tender Responses have been consensus marked by evaluators.
- 8.3.5 When the consensus marking process has been completed, the e-Sourcing Suite will be locked by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.

9. QUALIFICATION STAGE EVALUATION

9.1.1 The information submitted in response to the Selection Questionnaire (“**Background Questions**”) will enable the Agent and the Contracting Authority to understand the Potential Provider's overall approach to performance and delivery of the Contract. Some of the information provided in response to the Background Questions will be taken into account for the purposes of considering the Potential Provider's financial standing (see Stage 2 below). If a Potential Provider fails to respond comprehensively and accurately to the Background Questions, its Tender may be deemed non-compliant. The Agent reserves the right to exclude non-compliant Tenders from further evaluation in this Procurement.

9.2 Stage 1 Compliance/Validation Check

Prior to commencing the formal evaluation process, Tenders will be checked by the Agent to ensure they are compliant with the requirements of this ITT. Any non-compliant Tenders may be rejected by the Agent without proceeding to the next stage of evaluation.

9.3 Stage 2 –Supplier Information – Financial Standing

9.3.1 The information a Potential Provider submits in response to the Background Questions will be used to carry out an assessment of its economic and financial standing.

9.3.2 The Agent uses a credit reference agency (currently Experian) as the first step in determining financial risk. The Agent will request an Experian financial risk score based on the information provided in response to the Background Questions. The report provided by Experian will be used to determine the level of financial risk the Potential Provider represents. If the score provided by Experian is or more (where a standard UK score is available), or the risk level is ‘average’ or better (where a standard International score is available) then the Potential Provider will be allocated a ‘pass’ and the Tender will proceed to Stage 3 of the Qualification Stage evaluation process.

9.3.3 If any of the following circumstances arise:

9.3.3.1 the score provided by Experian (where a standard UK score is available) is less than 51;

9.3.3.2 the risk level is above (i.e. worse than) average (where a standard international score is available); or

9.3.3.3 no standard Experian score is available for the Potential Provider's organisation,

9.3.4 then the Agent may ask the Potential Provider to provide a copy of its audited accounts for the most recent two years and one or more of the following in respect of its organisation or its guarantor (as the case may be):

9.3.4.1 a statement of its turnover profit and loss account and cash flow for the most recent year of trading;

9.3.4.2 a statement of its cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or

9.3.4.3 an alternative means of demonstrating financial status if trading for less than a year.

9.3.5 The Agent will use the information described in paragraph 9.3.4, in addition to a detailed Experian report (where available) to assess whether the organisation's financial risk is average or better. This will be performed using the Agent's financial assessment template which can be viewed at Attachment 15 Financial Assessment Template which covers a range of financial risk indicators, similar to those used by credit reference agencies.

9.3.6 If the Agent then determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being average or better, the Potential Provider will be allocated

a 'pass' and the Tender will proceed to Stage 3 of the Qualification Stage evaluation process.

9.3.7 If the Agent determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being above (i.e. worse than) average, then the Tender will be allocated a 'fail' and will be disqualified from further involvement in this Procurement.

9.3.8 If the Agent carries out a financial risk assessment on the organisation and its financial risk is determined as being above (i.e. worse than) average and the Potential Provider did not indicate that a guarantee will be provided, the Agent may (in its sole discretion) request that the Potential Provider nominates a guarantor. If the Potential Provider nominates a guarantor the Agent will undertake the steps at paragraphs 9.3.2 to 9.3.7 above in respect of the guarantor; please note that the Agent will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'.

9.4 **Stage 3 - Selection Questionnaire Section B – Grounds for Exclusion**

9.4.1 In certain circumstances the Agent is required by the Regulations to exclude Potential Providers from participating in this Procurement. If a Potential Provider cannot answer 'no' to every statement in question SQB1 (Mandatory Grounds for Rejection) it is very likely its Tender will be rejected and disqualified from further participation in this Procurement.

9.4.2 The Agent 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 question SQB2 (Discretionary Grounds for Rejection) apply. If a Potential Provider cannot answer 'No' to every statement it is possible that its Tender will be rejected and disqualified from further participation in this Procurement. If any of the statements do apply, the Potential Provider should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Agent in considering whether or not the Tender will be permitted to proceed any further in this Procurement.

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

9.4.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently and "self cleanse", by paying necessary compensation, collaborating with investigations, and taking concrete technical, organisational and personnel steps to prevent recurrence of the offence or misdeeds, the Authority can use its discretion as to whether the supplier may proceed, provided the Potential Provider can demonstrate remedial action to the satisfaction of the Authority.

9.5 **Stage 4 - Selection Questionnaire Section E – Technical and Professional Ability**

9.5.1 Evaluators will assess responses to the questions in Section E and award a 'pass' or a 'fail' based on the criteria set out in the Selection Questionnaire Response Guidance, Evaluation and Marking Scheme in Attachment .

9.5.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.

9.5.3 If, following completion of the Consensus Marking Procedure any response to a question in Section E is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 10) and will be disqualified from further consideration for the purposes of this Procurement.

9.6 **Qualification of Tenders for the Award Stage evaluation**

9.6.1 Following evaluation of Tenders at this Qualification Stage, those Potential Providers who's Tenders:

9.6.1.1 Pass the compliance check at Stage 1 above;

9.6.1.2 Meet the financial standing requirement at Stage 2 above;

9.6.1.3 Meet the Regulation 57 good standing checks at Stage 3 above; and

9.6.1.4 achieve a 'Pass' to all the questions in Stage 4 above,

will proceed to the Award Stage Evaluation (as described in paragraph 10). All other Tenders will be disqualified from further consideration for the purposes of this Procurement.

9.6.2 Any Potential Provider disqualified at Selection Stage or fail on grounds of non compliance will be notified accordingly will be notified accordingly.

Qualification Stage - Evaluation Summary Table

Section A - Please Read			
<p>[SQA1a-p] You must select YES or NO to confirm that you have read all Attachments in the eSourcing Suite and have accessed and read the Supplier Guidance Documentation, and understand that you MUST ensure you PRESS the red 'Submit all Draft Bids' button to correctly submit the completed Tender.</p> <p>SQA1h -You must confirm by selecting YES or NO to indicate that you will or will not, unreservedly sign the Contract Terms and Conditions without caveats or limitations as published at Attachments 6 and 7. Please Note: Selecting NO to SQA1h will mean your bid will Fail and that you cannot progress further in this procurement. If you select YES, and are ultimately successful in the procurement, but you subsequently request changes to the Contract Terms and Conditions as published before signing, the offer of the Contract will be withdrawn.</p> <p>If you have any queries you must clarify these in accordance with paragraph ? and within the period specified in paragraph 4 in Attachment 1 – Invitation to Tender (ITT).</p>			
SQA1a	Attachment 1 - Invitation to Tender	Compliance	Yes/No
SQA1b	Attachment 2 – Statement of Requirements	Compliance	Yes/No
SQA1b.1	Attachment 2a – [SQA2k] Affiliated Company Data Sheet	Compliance	Yes/No
SQA1c	Attachment 3 – Acquisition System Operating Model (ASOM)	Compliance	Yes/No
SQA1d	Attachment 4 – Acquisition System Handbook (ASH)	Compliance	Yes/No
SQA1e	Attachment 5 – Finance Military Capability Operating Model (FOM)	Compliance	Yes/No
SQA1f	Attachment 6 - Selection Questionnaire Guidance, Evaluation and Marking Scheme	Compliance	Yes/No
SQA1g	Attachment 7 - Award Questionnaire Guidance, Evaluation and Marking Scheme	Compliance	Yes/No
SQA1h	Attachment 8 – Contract Terms and Conditions	Compliance	Yes/No
SQA1i	Attachment 9 – Pricing Model	Compliance	Yes/No
SQA1j	Attachment 10 - Terms of Participation	Compliance	Yes/No
SQA1k	Attachment 11 – Declaration of Compliance	Compliance	Yes/No
SQA1l	Attachment 12 – Deed of Guarantee	Compliance	Yes/No
SQA1m	Attachment 13 – Contract Population Template	Compliance	Yes/No

SQA1n	Attachment 14 – Financial Assessment Template	Compliance	Yes/No
SQA1o	Submit all Draft Bids’ button	Guidance	Yes/No
SQA1p	Messaging Guidance	Guidance	Yes/No
Section A –Background Questions			Maximum Available Mark if scored
SQA2a(i)	Organisation Details	Compliance	N/A
SQA2a(ii)	VAT Registration Number	Compliance	N/A
SQA2b	Registration with a professional or trade body	Compliance	N/A
SQA2c	Trading Name	Compliance	N/A
SQA2d	Type of Organisation	Compliance	N/A
SQA2e	Other Type of Organisation	Compliance	N/A
SQA2f	Organisation Size	Compliance	N/A
SQA2g	Parent Company and Parent Company Registration Number	Compliance	N/A
SQA2h	Number and Location(s) of the Premises	Compliance	N/A
SQA2i	Charity, Housing Association or Other Registration Number	Compliance	N/A
SQA2j	Affiliated Companies	Compliance	N/A
SQA2k	Affiliated Company data sheet	Compliance	N/A
SQA3	Organisation History	Compliance	N/A
SQA4a	Group of Economic Operators and Sub-Contracting	Compliance	N/A
SQA4b	Group of Economic Operators – Membership	Compliance	N/A
SQA4c	Group of Economic Operators – Governance	Compliance	N/A
SQA4d	Group of Economic Operators – Other Bids	Compliance	N/A
SQA4e	Sub-contracting - Details	Compliance	N/A
SQA4f	Sub-contracting – Other Bids	Compliance	N/A
SQA5	Number of Supplier staff	Compliance	N/A

SQA6a	Financial risk assessment	Compliance	N/A
SQA6b	Financial risk assessment	Compliance	N/A
SQA6c	Financial risk assessment	Compliance	N/A
SQA6d	Financial risk assessment	Compliance	N/A
Section B – Grounds for Exclusion			
SQB1	Grounds for Mandatory Exclusion (ineligibility)	Compliance	N/A
SQB2	Discretionary Grounds for Exclusion	Compliance	N/A
SQB3	Self-cleaning	Compliance	N/A
SQB4	Tax Compliance	Compliance	N/A
Section C – Terms of Participation & Compliance			
SQC1	Terms of Participation	Compliance	PASS/FAIL
SQC2a	Declaration of Compliance Part A	Compliance	PASS/FAIL
SQC2b	Declaration of Compliance Part B	Compliance	PASS/FAIL
Section D – Technical and Professional Ability			
SQD1	Membership of Trade and Professional Associations	Information only	N/A
SQD2	Cyber Essentials Scheme	Evaluation	PASS/FAIL
SQD3	Employers Liability Insurance	Evaluation	PASS/FAIL
SQD4	Public Liability Insurance	Evaluation	PASS/FAIL
SQD5	Professional Indemnity Insurance	Evaluation	PASS/FAIL
SQD6	Group of Economic Operators Legal Entity	Evaluation	PASS/FAIL
SQD7	Provision & Ordering of Temporary Workers	Evaluation	PASS/FAIL
SQD8	Compliance with Pre-Employment Checks, Compliance with Policy, Legislation & Obligations, and Complaints & Whistle-blowing Policy.	Evaluation	PASS/FAIL
SQD9	Vendor Management System Requirements	Evaluation	PASS/FAIL
SQD10	Contract Population Template	Information only	N/A

SQE1 Section E –Technical and Professional Ability			
SQE 1	Ability to Security clear staff – SC level	Evaluation	Pass/Fail
SQE 2	Ability to Security clear staff – DV level	Evaluation	Pass/Fail
SQE 3	<p>The Potential Provider is to describe their skills and experience of Embedding P3M principles</p> <p>SQE 3 The Potential Provider is to describe their skills and experience of Embedding P3M principles within a Large and Complex organisation. A Large and Complex organisation is defined as:</p> <p>Over 2000 employees in total with over 300 employees involved in acquisition;</p> <p>Annual Procurement spend in excess of £200M demonstrating procurement of various types of equipment and services;</p> <p>Based at over 6 locations within the UK.</p>	Evaluation	Pass/Fail
SQE 4	<p>Embedding Performance management regime⁴. The Potential provider is to describe their skills and experience of embedding a Performance Management regime within a Large and Complex organisation. A Large and Complex organisation is defined as:</p> <p>Over 2000 employees in total with over 300 employees involved in acquisition;</p> <p>Annual Procurement spend in excess of £200M demonstrating procurement of various types of equipment and services;</p> <p>Based at more than 6 locations within the UK.</p>	Evaluation	Pass/Fail
SQE 5	<p>The Potential provider is to describe their skills and experience of Acquisition Reform work in a Large and Complex organisation. A Large and Complex organisation is defined as:</p> <p>Over 2000 employees in total with over 300 employees involved in acquisition;</p> <p>Annual Procurement spend in excess of £200M demonstrating procurement of various types of equipment and services;</p> <p>Based at more than 6 locations within the UK.</p>	Evaluation	Pass/Fail
SQE 6	<p>The Potential Provider is to describe their skills and experience of embedding change within a Large and Complex organisation. A large and Complex organisation is defined as:</p> <p>Over 2000 employees in total with over 300 employees involved in acquisition;</p> <p>Annual Procurement spend in excess of £200M demonstrating procurement of various types of equipment and services;</p> <p>Based at more than 6 locations within the UK.</p>	Evaluation	Pass/Fail

<p>SQE7</p>	<p>The Potential Provider is to describe their skills and experience of embedding behavioural change within within a Large and Complex organisation. A Large and Complex organisation is defined as: Over 2000 employees in total with over 300 employees involved in acquisition; Annual Procurement spend in excess of £200M demonstrating procurement of various types of equipment and services; Based at more than 6 locations within the UK.</p>	<p>Evaluation</p>	<p>Pass/Fail</p>
<p>SQE 8</p>	<p>The Potential Provider is to describe their skills and experience of Team mentoring/coaching within a Large and Complex organisation. A large and Complex organisation is defined as: Over 2000 employees in total with over 300 employees involved in acquisition; Annual Procurement spend in excess of £200M demonstrating procurement of various types of equipment and services; Based at more than 6 locations within the UK.</p>	<p>Evaluation</p>	<p>Pass/Fail</p>

10. AWARD STAGE EVALUATION

10.1 Tenders successfully completing the Qualification Stage evaluation as described in paragraph 9 will be subject to further evaluation in accordance with this paragraph 10.

10.2 The Award Stage evaluation will comprise of:

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

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

10.3 Quality Evaluation Process

10.3.1 The quality evaluation is weighted at 70%.

10.3.1.1 The evaluation of each Potential Provider's response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure.

10.3.1.2 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be multiplied by the relevant weighting as shown in the summary table at 10.3.1.4(a).

10.3.1.3 When the score for each response has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**").

10.3.1.4 This Quality Score will then be multiplied by 70% to determine the overall Quality Evaluation score.

(a) Overview of Quality Evaluation Criteria and

(b) Weightings :

Quality Award Questionnaire: Summary Table

Section	Quality Criteria	Maximum Available Mark if scored	Section Weighting %
PART ONE – GENERAL QUESTIONS			
Section A – Compliance			
AQA1	REQUIRED SERVICES	Pass/Fail	N/A
PART TWO – APPROACH			
Section B – Quality			
AQB1	Project Management in a large complex Organisation	Score	26%
AQB2	Performance management in a large complex Organisation	Score	26%
AQB3	Change management in a large and complex Organisation	Score	16%

Section	Quality Criteria	Maximum Available Mark if scored	Section Weighting %
AQB4	Behavioural Change in a large and complex organisation	Score	16%
AQB5	Coaching and Mentoring (outside Key roles) in a large complex Organisation	Score	16%
Total			100%

10.3.2 To Proceed to the next stage of the evaluation, Potential Providers must achieve or exceed a minimum mark of for question AQB1 (3/5) AND, achieve or exceed a minimum mark of for each of the questions AQB2 (3/5),AQB3 (3/5), AQB4(2/4) and AQB5 (2/3)

10.3.3 Tenders which fail to achieve or exceed to achieve or exceed the minimum quality Threshold for the will be deemed as having failed in this procurement and the Tender will be rejected and disqualified from further participation in this Procurement.

10.4 Price Evaluation Process

- 10.4.1 The Price Evaluation is weighted at 30%.
- 10.4.2 The pricing section within the e-Sourcing Suite requires Potential Providers to submit prices (please see the spreadsheets within Attachment 10 – Pricing Model for how this is represented).
- 10.4.3 Prices submitted by Potential Providers in the Pricing Model, will be recorded and evaluated in accordance with the following process:
- 10.4.4 The price is to be offered as a firm price for the length of the Contract .
- 10.4.5 Potential Providers must populate the Pricing Model spreadsheet at Tabs within the e-Sourcing Suite with the corresponding price for each role - that forms part of the Team - required to deliver the services set out at Attachment 2 – Statement of Requirements. These prices will be totalled by the Agent to produce a Firm price for the year. This will be weighted at 100% of The Price Evaluation total.
- 10.4.6 The Potential Provider must have the ability to access and bring to bear industry and technical expertise in a range of professional disciplines, sometimes at short notice, to augment the Team resources if required of Attachment 2 – Statement of Requirements. Potential Providers are required to offer appropriately qualified technical experts who will be called upon to provide such advice and assurance.
- 10.4.7 These rates will be firm for the length of the contract as per the Terms and Conditions.
- 10.4.8 Prices submitted should exclude VAT.
- 10.4.9 Prices submitted should include all incidental costs and examples including travel costs, mobile phone bills, overnight accommodation, subsistence and any other expenses

- 10.4.12 Potential Providers must provide a price for all roles that form part of their proposed Team and **must** not use abnormally low or zero prices. Each amount **must** cover the full inclusive value. Potential Providers will populate the spreadsheet using their breakdown of roles for their proposed team to arrive at the Firm Price. If, in the Agent's opinion, any tendered amounts are abnormally low, the Agent may seek written clarification and explanation from Potential Provider and review the evidence in relation to the same. If having considered the information provided, the Authority is of the view that any tendered amounts are abnormally low; the Agent may reject the Tender and exclude it from this competition.
- 10.4.13 The Firm Price will be evaluated by comparing it to Firm Prices submitted by other Potential Providers.
- 10.4.14 The Potential Provider who offers the lowest Firm Price within their Bid will achieve 100%.
- 10.4.15 Every other Potential Provider who submitted Firm Prices, will be awarded a percentage of the score available on a reducing basis.

The calculation used is the following:

$$\text{Score} = \frac{\text{Lowest Overall Price}}{\text{Potential Provider's Overall Price}} \times \text{Weighting (100 \%)}$$

- 10.4.16 The Total Cost will be multiplied by the relevant weighting as shown in the working example below:

Potential Provider A submits a Firm Price of £10000

Potential Provider B submits a Firm Price of £15000

Potential Provider A has submitted the lowest Firm Price.

Potential Provider A scored:

$$\frac{\pounds 10000}{\pounds 10000} \times 100\% = 100\% \text{ of the available Price marks}$$

Potential Provider B scored:

$$\frac{\pounds 10000}{\pounds 15000} \times 100\% = 66.66\% \text{ of the available Price marks}$$

- 10.4.17 The score achieved will be multiplied by 30% to determine the Firm Price Score.

Price Evaluation Methodology

- 10.5 The Price Evaluation Process will be independently checked and verified by individual(s) not previously involved in the Procurement process.

Final Score

- 10.6 The Quality Evaluation score will be added to the Price Score to determine the final score for each Potential Provider ("Final Score").

11. FINAL DECISION TO AWARD

- 11.1 Following evaluation of the Potential Providers in accordance with the evaluation process set out in this ITT, the Potential Provider who offers the most economically advantageous Tender will be awarded the Contract.
- 11.2 Rounding up to 2 decimal places, takes place in the eSourcing Suite; The Agent will not apply any other rounding.
- 11.3 The Agent will inform all Potential Providers via the e-Sourcing Suite of its intention to award the Contract.
- 11.4 Following a Standstill Period of 10 calendar days and subject to there being no substantive challenge to that intention, the Contract will be formally awarded, subject to contract, to the successful Potential Provider.
- 11.5 The term Standstill Period is set out in Regulation 87 and, in summary, is a period of ten Calendar Days following the notification of an intention to award decision in a contract tendered via the Official Journal of the European Union, during which the Contracting Authority must not enter into the contract or conclude the Contract with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Agent that relate to the decision to award before the Contract is formally awarded. Neither the Agent nor The Contracting Authority can provide advice to Potential Providers of the steps they should take or, if they have already done so. Potential Providers should always seek independent legal advice, where appropriate.