



Crown  
Commercial  
Service

**INVITATION TO TENDER**

**TECHNOLOGY PRODUCTS 2**

**REFERENCE NUMBER**

**RM3733**

**ATTACHMENT 1**

## CONTENTS

1.	INTRODUCTION.....	4
2.	THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS.....	5
3.	REQUIREMENTS AND LOT STRUCTURE AND CONTRACT VALUE.....	7
4.	PROCUREMENT TIMETABLE.....	8
5.	COMPLETING AND SUBMITTING A TENDER.....	9
6.	CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS).....	12
7.	QUESTIONS AND CLARIFICATIONS.....	14
8.	POTENTIAL PROVIDER WEBEX CONFERENCES.....	16
9.	OVERVIEW OF THE EVALUATION PROCESS.....	16
10.	SELECTION STAGE EVALUATION.....	18
11.	AWARD STAGE EVALUATION.....	21
12.	FINAL DECISION TO AWARD.....	26
13.	GLOSSARY.....	28

ATTACHMENT 2	SELECTION QUESTIONNAIRE AND EVALUATION GUIDANCE
ATTACHMENT 3	AWARD QUESTIONNAIRE AND EVALUATION GUIDANCE
ATTACHMENT 4	FRAMEWORK AGREEMENT
ATTACHMENT 5a)	CALL-OFF CONTRACT
ATTACHMENT 5b)	ORDER FORM
ATTACHMENT 5c)	ALTERNATIVE & ADDITIONAL CONTRACT PROVISIONS
ATTACHMENT 6	TERMS OF PARTICIPATION
ATTACHMENT 7	DECLARATION OF COMPLIANCE
ATTACHMENT 8	SYSTEM SUPPLY GUIDANCE
ATTACHMENT 9	FINANCIAL ASSESSMENT TEMPLATE
ATTACHMENT 10	GOODS AND/OR RELATED SERVICES TEMPLATE
ATTACHMENT 11	CERTIFICATE OF PERFORMANCE
ATTACHMENT 12	FRAMEWORK POPULATION TEMPLATE



## 1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a multi Supplier Framework Agreement for the purchase of a commercial solution for the provision of hardware, software and related services. This Framework will also enable provision of complex or high value requirements where required and enable Government to complete aggregated volume requirements across the public sector for Goods and/or related Services as shown in the table in 3.1 below.
- 1.3 This Invitation to Tender (ITT) contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 13.
- 1.4 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 7.
- 1.5 The Terms of Participation at 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 'Key Participation Requirements' section that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.
- 1.6 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.
- 1.7 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.
- 1.8 Your responses to the Selection Questionnaire (Attachment 2) and the Award Questionnaire (Attachment 3) have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found at Attachment 8.
- 1.9 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.
- 1.10 The Authority is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to framework agreements (Regulation 33 of the Regulations).

## **2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS**

- 2.1 This Procurement will result in the award of the Framework Agreement to successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.
- 2.2 The Framework Agreement will enable Contracting Bodies to place orders with Suppliers for the Goods and/or Related Services via Call-Off Contracts.
- 2.3 The published Framework Agreement (including the Framework Schedules) and Call-Off Contract (including the Call-Off Schedules) terms and conditions are available at Attachments 4 and 5. Please carefully review these documents so that you fully understand the rights and obligations they confer on the parties.
- 2.4 Framework Agreement and Call-Off Contract terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.5 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's charges and the approach to delivering the Goods and/or Related Services.
- 2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers.
- 2.7 Contracting Bodies
  - 2.7.1 The Framework Agreement will be available for use by Contracting Bodies throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice.
  - 2.7.2 Subject to paragraph 2.8 any relevant Contracting Body may purchase the Goods and/or Related Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.8 The ordering process and further evaluation criteria
  - 2.8.1 Contracting Bodies may award Call-Off Contracts for any of the Goods and/or Related Services by further competition i.e. with re-opening competition among Suppliers including by use of an e-Auction. The procedures that Contracting Bodies use to conduct a further competition (including use of an e-Auction) are set out in Framework Schedule 5 (Call-Off Procedure) at Attachment 4.
  - 2.8.2 Contracting Bodies will use the evaluation criteria and weightings set out in Framework Schedule 6 to determine which Supplier should be appointed to supply the Goods and/or Related Services.

- 2.8.3 All Call-Off Contracts awarded by Contracting Bodies will be subject to the Call-Off Contract terms and conditions contained within Framework Schedule 4 (Attachment 5) supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.8.4 The Contracting Body will manage the Supplier's day to day performance of the Call-Off Contract it has entered with the Supplier.

### 3. REQUIREMENTS AND LOT STRUCTURE AND CONTRACT VALUE

- 3.1 A detailed description of the Goods and/or Related Services that a Supplier will be required to supply for a Lot in which it has been successful is set out at Framework Schedule 2 and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

The Goods and/or Related Services covered by this Procurement have been subdivided into Lots, namely:

LOT	DESCRIPTION
Lot 1	Hardware: This Lot is aimed at value added resellers (VAR) who have the capability to provide a wide range of vendor-neutral end user devices, and other hardware such as audiovisual, network infrastructure equipment and IT peripherals. Operating systems and utility software included as part of a standard Original Equipment Manufacturer (OEM) product offering/factory build are included in this lot when purchased alongside/installed on the associated hardware.
Lot 2	Software: This Lot is aimed at specialist channel partners for software, who have the capability to supply a full range of commercial and open source commodity off-the-shelf software, software licenses and associated commoditised software services including software asset management. Suppliers suitable for this Lot would be expected to have in depth knowledge and expertise with the major software vendors, providing access to discounts and significant rebates through the use of their partnering arrangements.
Lot 3	Combined Hardware and Software Requirements: This Lot is aimed at Suppliers with the capability of providing combined hardware and software requirements as detailed above – Suppliers that appear on Lot 1 and Lot 2 inclusive will appear on this Lot 3.
Lot 4	Information Assured Products: This Lot is aimed at Suppliers of commoditised IT products and solutions that are capable of meeting specific protective, information assurance requirements. The main provision for the product and solutions is to provide information assurance enforcing and/or relevant functionality.
Lot 5	Volume Hardware Requirements (Direct from Original Equipment Manufacturers (OEM)): This Lot is for the provision of volume hardware requirements. Suppliers shall be OEM, limited to supplying their own branded Goods and/or Related Services.
Lot 6	Catalogue: This Lot enables suppliers to provide Contracting Bodies with a range of commoditised technology hardware and software products sourced via an online catalogue.

- 3.2 Potential Providers have the opportunity to bid for any combination of Lots 1, 2, 4, 5 and 6. Potential Providers will automatically be awarded Lot 3 if they have been successful for both Lots 1 and 2. Potential Providers do not need to bid directly for

Lot 3, but will be awarded Lot 3 automatically by having bid for and been successful for Lot 1 and 2 inclusive. If you fail to be successful for either of Lot 1 or Lot 2 you cannot be considered for award of Lot 3.

#### 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
20/05/2016	Despatch of the OJEU Contract Notice
23/05/2016	Clarification period starts
03/06/2016 08/06/2016 09/06/2016	Webinar conferences for Potential Providers will be held on these dates and further information on when and how you can join them will be available to you in the eSourcing Suite.
13:00 BST 17/06/2016	Clarification period closes (" <b>Tender Clarifications Deadline</b> ")
17:00 BST 24/06/2016	Deadline for the publication of responses to Tender Clarification questions
<del>1410:59-00</del> BST 04/07/2016	Deadline for submission of Tenders to the Authority (" <b>Tender Submission Deadline</b> ")
19/09/2016	Intention to award notices issued to successful and unsuccessful Potential Providers.
20/09/2016 to 29/09/2016	10 day Standstill Period (in accordance with Regulation 87)
30/09/2016	Issue Award confirmation and debrief letters to all Potential Providers.
03/10/2016	Expected execution (signature) date for Framework Agreement (s)
03/10/2016	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 its Attachments.
- 5.2 You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
- 5.3 Remember:
  - 5.3.1 It is your responsibility to ensure that you submit a fully compliant Tender.
  - 5.3.2 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.
  - 5.3.3 Allow plenty of time for the entering of responses into the e-Sourcing Suite – we strongly recommend that you do not leave it until the day of the Tender Submission Deadline.
- 5.4 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see Supplier Guidance (Attachment 8).
- 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 (**not at Questionnaire Level and not as RFX Attachments**) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested.
- 5.6 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 Bid Field unless an attachment is additionally permitted. Only information entered into the relevant Bid Field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.
    - 5.6.1.2 The Tender must be submitted in the English (UK) language.
    - 5.6.1.3 You must answer all questions accurately and as fully as possible, within the word / character limits specified.
    - 5.6.1.4 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
    - 5.6.1.5 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. The Authority will disregard information provided via cross reference for the purpose of evaluation.

5.6.1.6 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 for details).

## 5.8 Late Tenders:

Tenders cannot be received on or after the Tender Submission Deadline within the eSourcing Suite and any provided by another means will be considered irregular and will be excluded from this Procurement.

## 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 Attachment 8 for details of how to formally submit the 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 120 days following the Tender Submission Deadline. Any attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

## 5.10 Confidentiality

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

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

5.10.3 Customer contacts named in the Selection Questionnaire do not owe the Authority any duty of care or have any legal

liability, except for any deceitful or maliciously false statements of fact.

- 5.10.4 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 Bodies.

## 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 (Attachment 2), will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.
- 6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the "**Potential Provider**"), subject to paragraph 6.6 below.
- 6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8), no organisation other than the Potential Provider will be able to provide Goods and/or Related Services through the Framework Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.5 **Sub-contracting proposals:**
- 6.5.1 You need to complete question 1.2.b (ii) in the Selection Questionnaire if you propose to use one or more Sub-Contractors.
  - 6.5.2 The Authority does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Framework Agreement (including under any Call-Off Contract). There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Framework Agreement. Please read the definition of Sub-Contractor in Paragraph 13.
  - 6.5.3 If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Goods and/or Related Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.
  - 6.5.4 Your Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor's role, capability and experience as the context of the question requires.

### 6.6 Group of Economic Operator proposals:

---

- 6.6.1 If a Group of Economic Operators wish to act jointly to provide the Goods and/or Related Services they may do so with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Contract.
- 6.6.2 Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of the Framework Agreement.
- 6.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.6.4 The Lead Contact should complete question 1.2(a)-(iv) in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Goods and/or Related Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
- 6.6.6 More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role, capability and experience as the context of the question requires.

## 6.7 Queries

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

## 6.8 Changes to the contracting arrangements

- 6.8.1 The Authority recognises that arrangements in relation to sub-contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 22 of the Framework Agreement (Attachment 4).

## 6.9 Declaration of Compliance

- 6.9.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance (Attachment 7). You do this in the online 'Key Participation Requirements' section. 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. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable in paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 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.
- 7.3 If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.
- 7.4 Questions asked and or clarifications raised may be responded to in batches by the Authority, rather than one at a time.
- 7.5 If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the

question and or clarification is not withdrawn, then the response will be issued to all Potential Providers.

- 7.6 You are responsible for monitoring the e-Sourcing Suite and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.
- 7.7 The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

## 8. POTENTIAL PROVIDER WEBEX CONFERENCES

- 8.1 The Authority will via the messaging facility within the eSourcing Suite inform Potential Providers of the process and methodology of joining a series of hour and a half long online conferences to be held on the following dates. Potential Providers who wish to take part in any of the webinar conferences should use this link <http://ccs-agreements.cabinetoffice.gov.uk/node/6377> to register any of the following WebEx conferences:

Start Time	Date	Subject
11:00 am	3 <sup>rd</sup> June	Lot Structure Overview and Supplier Stories
11:00 am	8 <sup>th</sup> June	Lot Structure Overview and Supplier Stories
11:00 am	9 <sup>th</sup> June	Terms & Conditions (Key Changes)

- 8.2 During the conferences questions may be asked by Potential Providers via the messaging facility available within the webinar system. It is unlikely that any message sent in this fashion will be answered during the conference. It is much more likely that a question will be answered as part of the Questions and Clarifications process mentioned in section 7 of this ITT, the Authority will provide full details and transcripts of any relevant information forthcoming from these conferences. These will be labelled accordingly and held in the attachments area of the eSourcing Suite for this event.

## 9. OVERVIEW OF THE EVALUATION PROCESS

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

9.1.1 Compliance/validation – The Authority will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the online ‘Key Participation Requirements’ section. Non-compliant Tenders may be excluded from this Procurement by the Authority.

9.1.2 Selection - The Authority will assess your responses to the Selection Questionnaire (Attachment 2) in accordance with paragraph 10 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.

9.1.3 Award - The Authority will assess your response to the Award Questionnaire (Attachment 3) in accordance with paragraph 11 below (“**Award Stage**”).

### 9.2 Consensus Marking Procedure

9.2.1 Tenders that are scored (this will also include relevant Pass/Fail questions, for example, questions SQ6.1 – SQ6.5) and require evaluation will be evaluated in accordance with the procedure described in this

paragraph at both the Selection Stage and the Award Stage.

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. As part of this process the consensus marker will also conduct a moderation exercise to ensure that Evaluators have been applying the Evaluation Criteria correctly and have been consistent in doing so across all questions and Lots (if applicable). All 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 evaluators, a group consensus marking exercise will be coordinated by a 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 addition to each evaluator's original mark and justification) 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.

## 10. SELECTION STAGE EVALUATION

10.1 The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from this Procurement.

### 10.2 Stage 1 - Selection Questionnaire sections 2, 3 and 4 – Grounds for Exclusion

10.2.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'No' to every statement in Section 2 of the Selection Questionnaire (Attachment 2) then, subject to paragraph 10.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

10.2.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to sections 3 and 4 (Discretionary grounds for exclusion) of the Selection Questionnaire (Attachment 2) apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 10.2.3, that your Tender will be excluded from this Procurement.

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

10.2.3.1 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 that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:

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

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

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

10.3.1 The information you submit in response sections 1.1 Potential Provider Information and 1.2 Bidding Model in

the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1a that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 10.3.

10.3.2 The Authority uses a credit reference agency (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 Selection Questionnaire. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is equal to or in excess of those scores specified for each Lot in the table included under paragraph 10.3.3.1 (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.

10.3.3 If any of the following circumstances arise:

10.3.3.1 the score provided by Experian (where a standard UK score is available) is less than the scores stated in the table below;

Lots 1, 2 & 4	60
Lot 5	74
Lot 6	16

10.3.3.2 the score is less than the equivalent risk level above (where a standard international score is available); or

10.3.3.3 no standard Experian score is available for your organisation,

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

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

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

10.3.4.3 an alternative means of demonstrating financial status.

10.3.5 The Authority will use the information described in paragraph 10.3.4, in addition to a detailed Experian report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is average or better. This will be performed using the Authority's financial assessment template which can be viewed at using the template provided at Attachment 9 –

Financial Assessment Template, which covers a range of financial risk indicators.

- 10.3.6 If the Authority then determines (in accordance with paragraph 10.3.5) that the financial risk is determined as being 'average or better', then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 10.3.7 If the Authority determines (in accordance with paragraph 10.3.5) that the financial risk is determined as being 'worse than average', then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 10.3.2 to 10.3.7 in respect of the proposed Framework Guarantor.
- 10.3.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable, or where the requested information at 10.3.4 has not been provided, then the Tender will be excluded from further involvement in the procurement. This decision will also take account of the Experian score required for a specific Lot. For the avoidance of doubt, this may mean that you are still able to proceed in the procurement for some Lots but not others.
- 10.3.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having a 'worse than average' risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 10.3.2 to 10.3.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further involvement in this Procurement.

10.4 Stage 3 - Selection Questionnaire sections 6, 7, 8, 9, and 10 - Technical and Professional Ability / Framework Specific Questions and Additional Selection Questionnaire Models. See the Selection Questionnaire and Evaluation Guidance in relation to 10.4.

- 10.4.1 Evaluators will assess responses to the questions in the eSourcing Suite in Sections 6, 7 and 8 and award a 'Pass' or a 'Fail' based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2.
- 10.4.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 10.4.3 If, following completion of the Consensus Marking Procedure any response to a question in sections 6, 7, and 10 is determined to constitute a 'fail', the Tender will not

proceed to evaluation at the Award Stage (as described in paragraph 11) and will be excluded from further consideration for the purposes of this Procurement.

10.4.4 If, following completion of the Consensus Marking Procedure any response to a question in sections 8 and 9 is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage for Lot 4 and/or Lot 6 as applicable (as described in paragraph 11) and will be excluded from further consideration for the purposes of this Procurement for those Lots 4 and/or 6.

## 10.5 Selection of Tenders for the Award Stage evaluation

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

- 10.5.1.1 pass the compliance checks stated in paragraph 9.1.1;
- 10.5.1.2 are not excluded under the provisions of Stage 1 above;
- 10.5.1.3 meet the economic and financial standing requirements at Stage 2 above;
- 10.5.1.4 meet the standards set out in Regulation 58 at Stage 3 above; and
- 10.5.1.5 achieve a 'Pass' to all required questions in Stage 3 above, will proceed to the Award Stage evaluation (as described in paragraph 11). All other Tenders will be excluded from this Procurement.

10.6 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.

## 11. AWARD STAGE EVALUATION

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

11.2 The Award Stage evaluation will comprise of:

11.2.1 an evaluation of the Potential Provider's answers to the Award Questionnaire ("**Quality Evaluation**"); and

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

for each Lot (excluding Lot 3 which will not be scored). The Award Criteria score weighting will be based on 95% Quality and 5% Price with the exception of Lot 6 which is Pass/Fail.

11.3 Crown Commercial Service have proposed a maximum acceptable Margin of 3.5% for hardware and 2.5% for software. This "Margin" means the percentage uplift that will be applied to the Costs, excluding any other supply chain rebates and shipping/delivery; Potential Providers are required to confirm that they accept these Margins at question AQH2.

11.4 The maximum possible score capable of being achieved by a Potential Provider for any Lot for which they have competed (with the exception of Lot 6) will be 10,000 points, this being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively i.e. 95% + 5% (or 9500 + 500 if calculated as maximum scores available. Further detail can be found in the table at 2.4 of the Award Questionnaire.

11.5 Available scores summarised by Lot (excluding Lot 6):

LOT	QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
<b>Generic Questions</b>	30%	N/A	3,000
<b>Lot 1</b>	65%	5%	7,000
<b>Lot 2</b>	65%	5%	7,000
<b>Lot 4</b>	65%	5%	7,000
<b>Lot 5</b>	65%	5%	7,000
<b>Lot 6</b>	PASS / FAIL	PASS / FAIL	PASS / FAIL
	<b>Maximum Score Available per Lot (excludes Lot 6)</b>		<b>10,000</b>

#### 11.6 Quality Evaluation Process

11.6.1 The evaluation of each scored (this includes response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure.

11.6.2 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage.

11.6.3 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question. The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 2.4 of Attachment 3 Award Questionnaire. For example in question AQB1 Energy Usage where the Maximum Score Available is 200, if a Potential Provider achieved a mark of 60 out of 100 for a question, it would equate to 60%; so the Potential Provider would therefore score 120 for that question.

11.6.4 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**") for each Potential Provider in the applicable Lot.

## 11.7 Price Evaluation Process

- 11.7.1 Questions in Section H Pricing AQH1 – AQH4 are all Pass/Fail and if you fail any one of these questions you will be excluded from the Procurement either as a whole or for a specific Lot. AQH1 applies to all Lots; AQH2 applies to all with the exception of Lot 6 and AQH3 & AQH4 apply to Lot 6 only.
- 11.7.2 AQH5 is both Pass/Fail and evaluated. AQH5 will be compliance checked first and a 'Pass' or 'Fail' will be awarded if prices have been submitted in accordance with the Pass/Fail marking scheme attached to that question. Any bids that attract a 'Fail' at this stage the response will be deemed non-compliant and you will be excluded from this procurement. Those responses that attract a 'Pass' will then be subject to evaluation - prices submitted by you in the Bid Fields for those Lots tendered for in respect of AQH5, will be recorded and evaluated in accordance with the following process. This evaluation process excludes Lots 3 and 6.
- 11.7.3 Prices submitted by you in the Bid Fields for those Lots tendered for in respect of AQH5, will be recorded and evaluated in accordance with the following process. This excludes Lots 3 and 6.
- 11.7.4 You are required to provide Day Rates in the eSourcing Suite in line with the following table. As stated above please note that Day Rates are not required for Lots 3 or 6, however if you are successful for Lot 3 (by being awarded Lots 1 & 2) these Day Rates would be applied. The rates you tender will be applicable to all the Lots you have tendered for and where you are successful in tendering for a Lot or Lots your Day Rate prices will be applied to that Lot or those Lots. A failure to provide a price where one is required will result in your failing this question and the Tender being deemed non-compliant and excluded from further participation in this Procurement.

		1. Follow	2. Assist	3. Apply	4. Enable	5. Ensure, advise	Combined Price
Strategy and Architecture	A1 Advice and Guidance				£	£	£
	A2 Technical Strategy and Planning		£	£	£	£	£
Change and Transformation	B1 Business Change Implementation		£	£	£	£	£
	B2 Business Change Management		£	£	£	£	£
	C1 Systems Development	£	£	£	£	£	£

Development and Implementation	C2 Installation and Integration	£	£	£	£	£	£
Delivery and Operation	D1 Service Design		£	£	£	£	£
	D2 Service Transition		£	£	£	£	£
	D3 Service Operation	£	£	£	£	£	£
Skills and Quality	E1 Skill Management		£	£	£	£	£
<b>Total Combined Price of the Pricing Matrix for the Day Rates</b>							<b>£</b>

#### 11.7.5 Day Rates- Question AQH5 (Lots 1, 2, 4 & 5 Only)

- 11.7.5.1 You are required to provide a maximum Day Rate for each (every one) of the categories within the Skills Framework for the Information Age, represented in the Day Rates table at paragraph 11.7.4, and at every level of experience (these are outlined in Framework Agreement Schedule 3 (Framework Prices and Charging Structure)). This price will form the maximum Day Rate chargeable for the subsequent Call-Off Contracts. These Day Rates should be applicable to provision of solutions for the Lot(s) for which you have bid.
- 11.7.5.2 The Day Rate Prices will be included in Schedule 3 of the Framework Agreement. These prices will be fixed for an initial period of two (2) years from the commencement date of the Framework Agreement.
- 11.7.5.3 The full response will be published on the Authority's website and form part of the Framework Agreement at Framework Schedule 21 and will be used in Framework Schedule 3 Charges, should you be successful.
- 11.7.5.4 Question AQH5 Pricing Matrix for the Day Rates is also a question that is scored. Assuming that you do enter a price for all the elements and are awarded a Pass, you will be scored in comparison against all other compliant tenders using the formula at paragraph 11.7.5.6. This will be based on the Total Combined Price (the addition of all the combined prices that is generated by your completion of the Day Rates table as shown in 11.7.4 above).
- 11.7.5.5 As stated in the detail at paragraph 11.4 of the ITT the maximum score achievable for the Price Evaluation will be 500.

11.7.5.6 The Day Rate calculation used is the following:

$$\text{Score} = 100 - \left[ \frac{\text{Potential Provider's Total Combined Price - Lowest Total Combined Price of all Potential Providers}}{\text{Highest Total Combined Price of all Potential Providers - Lowest Total Combined Price of all Potential Providers}} \right] \times 100$$

= % of maximum mark of 100, rounded to 2 (Two) decimal places.

11.7.5.7 The mark achieved in response to question AQH5 will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for this question. For example if a supplier scored 100% they would score 500, if they scored 50% they would score 250 points and so.

## 11.8 Price Evaluation methodology

11.8.1 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.

11.8.2 The Price Evaluation process and resultant ranking of Potential Providers (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in this Procurement process.

11.8.3 If a Day Rate(s) provided by you appear abnormally low the Authority may reject your Tender. The steps the Authority will take in this event are as follows:

11.8.3.1 to request in writing an explanation of the abnormally low Day Rate, which may include explanations of one or more of the following;

- a) the economics of the services provided
- b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the supply of services;
- c) the originality of the Goods and/or Related Services;
- d) your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
- e) your compliance with the sub-contracting obligations referred to in Regulation 71;
- f) the possibility of you obtaining state aid; to take account of the evidence provided by the Potential Provider in response; and
- g) to subsequently verify with you the Day Rate being abnormally low.

11.8.4 The (“**Price Score**”) is generated by using the formula shown in 11.7.5.6 above to compare against all complaint

Potential Provider's Total Combined Price, as explained in paragraph 11.7.5.7 is generated by adding together of all the Combined Prices for question (as shown in the table at 11.7.4 above). Using this the Price Evaluation will be conducted for each Potential Provider in the applicable Lot (excluding Lots 3 and 6).

11.8.5 All scoring relating to Lot 6 questions (AQH1 –AQH3 & AQH4) including Price are PASS/FAIL.

11.9 Final Score

11.9.1 The Quality Score awarded for Lot(s) 1, 2, 4 & 5 will be added to the Price Score for those same Lots to determine the final score for each Potential Provider in those applicable Lots ("Final Score").

11.9.2 After ensuring a 'Pass' is achieved for Lot 3 at applicable questions at Section H, the Quality Score for Lot 3 will become the Final Score for that applicable Lot.

11.9.3 After ensuring a 'Pass' is achieved for Lot 6 at all applicable questions at Quality and Price evaluation stages, as 'Pass' will be awarded as the Final Score for Lot 6.

**12. FINAL DECISION TO AWARD**

12.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Potential Providers who offer the most economically advantageous Tenders will be awarded a Framework Agreement.

12.2 The most economically advantageous Tenders for a particular Lot will be all the Potential Providers scoring a Final Score that is equivalent to or higher than the "**Minimum Pass Score**" as detailed in the table below:

LOT	MINIMUM PASS SCORE (COMBINED QUALITY AND PRICE)
Lot 1	7,400
Lot 2	7,400
Lot 3	N/A. Suppliers who have been Awarded Lots 1 & 2 will automatically be awarded Lot 3
Lot 4	7,400
Lot 5	6,000
Lot 6	PASS/FAIL

12.2.1 For the avoidance of doubt as long as the Final Score achieved for the individual Lot is equal to or greater than the Minimum Pass Score then a Potential Provider will be awarded that Lot as there is no limit set in terms of numbers of Suppliers per Lot within the Framework Agreement.

12.3 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of it's intention to award a Framework Agreement.

- 12.4 The Authority reserves the right to Award all Lots or any combination thereof (with the exception of Lot 3 which shall only be awarded where a Potential Provider is successful in respect of both Lots 1 and 2. In other words the Authority would not be able to Award Lot 3 unless both were also awarded previously or at the same time). The Lots may be awarded independently and at different times e.g. if the Authority were to be facing a potential challenge for Lot 4, the Authority would still award (following the conclusion of the mandatory standstill period) the other Lots. The Authority would then award Lot 4 at a later date.
- 12.5 Following a Standstill Period of 10 days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 12.6 The term Standstill Period is set out in Regulation 87 and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 12.7 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

### 13. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means the Minister for the Cabinet Office (“ <b>Cabinet Office</b> ”) represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at Rosebery Court, St Andrews Business Park, Norwich NR7 0HS United Kingdom
Award Questionnaire	means the award questionnaire a copy of which is provided at Attachment 3 and set out in the on line e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 11;
Bid Fields	mean the bid fields set out in the on line e-Sourcing Suite;
Call-Off Contract	means a contract awarded by a Contracting Body under the terms of the Framework Agreement a draft of which is at Attachment 4. The template call-off contract terms and conditions, to be used for every Call-Off Contract awarded under the terms of the Framework Agreement, are at Attachment 5;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.2;
Contracting Body	means the Authority and/or any other Contracting Bodies (within the meaning of the Regulations) described in the OJEU Contract Notice;
Costs	means the direct buy-in price from an external supply chain for Lots 1, 2, 3, 4 or 6 or the cost of manufacture for Lot 5, and in both circumstances excludes the Supplier’s internal costs and overheads;
Day Rates	means the maximum day rates you will charge for each of the Skills Framework for the Information Age categories at each of the levels of experience identified in Framework Agreement Schedule 3 (Framework Prices and Charging Structure)
e-Auction	means the procurement tool used by the Authority, using web-based software that allows Potential Providers to compete online and in ‘real time’, providing prices for the Goods and/or Related Services under auction.
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 11.8;

Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 of the Framework Agreement (Guarantee);
Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Schedule	means a schedule to the Framework Agreement;
Goods and/or Related Services	means the Goods and/or Related Services that may be provided by Suppliers, as set out at Framework Schedule 2;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Goods and/or Related Services;
Information Assurance	has the meaning given to it in Schedule 1 of the Framework Agreement;
Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement;
Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire)
Lot	means a discrete sub-division of the Goods and/or Related Services which are the subject of this Procurement as described in the OJEU Contract Notice;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of one per cent (1%) of all charges for the Goods and/or Related Services invoiced to Contracting Bodies (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call-Off Contract;
Management Information or MI	means the management information specified in Framework Schedule 9;

Margin	means the percentage by which the price for Goods and/or Related Services exceeds the Costs in relation to those Goods and/or Related Services, excluding any other supply chain rebates and shipping/delivery;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 11.5.2.
Occasion of Tax Non-Compliance	means: <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"> <li>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;</li> <li>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</li> </ol> <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 Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Potential Provider	has the meaning in paragraph 6.3;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 11.7.4;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Goods and/or Related Services to Contracting Bodies as described in the OJEU Contract Notice;

Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 11.5.4;
Regulations	means the Public Contracts Regulations 2015 ( <a href="http://www.legislation.gov.uk/ukxi/2015/102/contents/made">http://www.legislation.gov.uk/ukxi/2015/102/contents/made</a> ) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 9.1.2;
Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also <a href="http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/">http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/</a> ;
Standstill Period	has the meaning as set out in paragraph 12.7;
Sub-Contractor	means a third party which: <ul style="list-style-type: none"> <li>a) provides the Goods and/or Related Services (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Goods and/or Related Services (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the Goods and/or Related Services (or any part of them);</li> </ul> pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call-Off Contract;
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;
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 4.2 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and
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.

