



Crown  
Commercial  
Service

**INVITATION TO TENDER**

**CLEANING SERVICES**

**CCZI17C14**

**UNITED KINGDOM DEBT MANAGEMENT OFFICE**

**(EXECUTIVE AGENCY OF HER MAJESTY'S TREASURY)**



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## 1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service (referred to as “**the Agent**” within this Invitation to Tender (“**ITT**”)) on behalf of United Kingdom Debt Management Office (“**DMO**”), (“**the Authority**”) an Executive Agency of Her Majesty’s Treasury (“**HMT**”).
- 1.2 This Procurement will establish a single Supplier Contract for the purchase of Cleaning Services for DMO premises at Eastcheap Court. The Services are described in detail within Appendix B, Statement of Requirements.
- 1.3 The Contract will be for a 2 year period, services commencing on 1 June 2017.
- 1.4 This Contract will be between the successful Supplier and the Authority (not the Agent).
- 1.5 The Contract is being offered under HMT Terms and Conditions for Services which will govern any resultant Contract.
- 1.6 The Agent is managing this Procurement in accordance with the Public Contracts Regulations 2015.
- 1.7 This ITT contains the information and instructions that Potential Providers must adhere to in order 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 12.
- 1.8 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of a Potential Provider’s Tender from this Procurement. If a Potential Provider has read all of the instructions and information carefully but is still unsure at any point on how to respond, please submit a clarification question as described in paragraph 9. The Agent shall assume that Potential Providers fully accept this ITT and its Appendices where no questions are raised.
- 1.9 The Terms of Participation (at Appendix A) will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and the Agent. Potential Providers must confirm in the ‘Key Participation Requirements’ questionnaire (on the Tender event on the e-Sourcing Suite) that the Terms of Participation have been accepted. Where a Potential Provider does not answer “Yes” to this acceptance, they will be excluded from this Procurement.
- 1.10 If a Potential Provider is participating in this Procurement as a member of a Group of Economic Operators, or is using Sub-Contractors, please read the guidance in paragraph 8.
- 1.11 The Agent is using an e-Sourcing Suite to manage this Procurement and to communicate with all participants. No hard copy documents will be issued and all communications with the Agent (including the submission of Tenders) will be conducted electronically via the e-Sourcing Suite.
- 1.12 Potential Providers must ensure that the details of the point of contact nominated in the e-Sourcing Suite are accurate at all times as the Agent will not be under any obligation to contact any other point of contact.
- 1.13 Tender responses to the evaluation questions are to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found at Appendix G.
- 1.14 Potential Providers are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 9 for details on how to do so. Please make sure all of the ITT information and instructions have been read carefully first.

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## 2. OVERVIEW OF INVITATION TO TENDER

2.1 The following appendices accompany this ITT:

2.1.1 Appendix A – Terms of Participation

2.1.1.1 Sets out the conditions of participation in this procurement.

2.1.2 Appendix B – Statement of Requirements

2.1.2.1 A detailed description of the services required by the Authority that the Supplier will be required to supply under the resulting Contract.

2.1.3 Appendix C – HMT Terms and Conditions for Services

2.1.3.1 Sets out the terms and conditions of Contract that will exist between the Authority and the Supplier.

2.1.4 Appendix D – Response Guidance

2.1.4.1 Sets out the methodology that will be adopted by the Authority to evaluate your response to each question set out within the e-Sourcing event.

2.1.5 Appendix E – Pricing Schedule

2.1.5.1 Sets out a template for populating your price submission which should be uploaded at the relevant section of the eSourcing Suite Tender event.

2.1.6 Appendix F – TUPE Information

2.1.6.1 Sets out the TUPE data provided by the incumbent Supplier.

2.1.7 Appendix G – Supplier Guidance Parts A and B

2.1.7.1 Sets out instructions on how to use and access the e-Sourcing Suite

## 3. ACCESSING THE INVITATION TO TENDER E-SOURCING EVENT

3.1 To access the electronic Tender event on the e-Sourcing Suite, Potential Providers must be registered/register for a supplier account at: <https://gpsesourcing.cabinetoffice.gov.uk>.

3.2 Following successful registration, Potential Providers must contact [eenablement@crownccommercial.gov.uk](mailto:eenablement@crownccommercial.gov.uk) stating their organisation and username and request to be added to the following event:

Type: RFP

Name: CCZI17C14 - Debt Management Office - Cleaning Services Tender

Unique ID: CCZI17C14

3.3 Should a Potential Provider have an issue with the Agent's e-Sourcing suite, they must contact the e-Enablement helpdesk (0345 010 3503) immediately.

3.4 For guidance on how to use the eSourcing Suite or for how to locate the event please see Appendix G – Supplier Guidance Parts A and B

3.5 Potential Providers are advised to register for an account immediately and request access to the event as it can take up to 72 hours for e-enablement to action this request.



#### 4. TUPE - TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 4.1 In respect of this Procurement, the Authority considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) may apply.
- 4.2 The extent to which TUPE will apply is to be agreed by the out-going and in-coming Suppliers.
- 4.3 It is the responsibility of Potential Providers to seek their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. The Potential Provider is then encouraged to carry out its own due diligence exercise.
- 4.4 Based on the assumption that TUPE may apply in respect of the Contract, the Agent has acquired the information at Appendix F – TUPE Information (from the incumbent provider) relating to the affected employees. The Agent has gathered this for information purposes only and the Agent makes no representation or gives any warranties that the information is complete or accurate, nor does the Agent indicate the effort that will be required to deliver the Service nor what the staffing position will be when the incumbent’s contract comes to an end.
- 4.5 All TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of Tenders and the administration of any contract arising from this Tender.

#### 5. PROCUREMENT TIMETABLE

- 5.1 The timetable for this Procurement is set out in the table at 5.2 below.
- 5.2 This timetable may be changed by the Agent at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed through the e-Sourcing Suite if the Agent decides that changes to this timetable are necessary.

DATE	ACTIVITY
Tuesday, 21 March 2017	Publication of ITT/Contracts Finder Notice inclusive of launch of e-Sourcing event
Tuesday, 21 March 2017	Clarification period starts
Tuesday, 28 March 2017	Site Visit
Wednesday, 5 April 2017, 15:00 BST	Clarification period closes (“ <b>Tender Clarifications Deadline</b> ”)
Monday, 10 April 2017, 15:00 BST	Deadline for the publication of responses to Tender Clarification questions
Wednesday, 26 April 2017, 15:00 BST	Deadline for submission of Tenders to the Agent (“ <b>Tender Submission Deadline</b> ”)
Thursday, 27 April 2017	Commencement of Evaluation Process



DATE	ACTIVITY
Tuesday, 09 May 2017	Proposed Award Date of Contract
Thursday, 11 May 2017	Expected execution (signature) date for Contract(s)
Thursday, 01 June 2017	Expected commencement date for Contract(s)

## 6. SITE VISIT

- 6.1 Potential Providers are advised that a site visit will be held from 11:00 – 12:00 on 28th March 2017 at Eastcheap Court, 11 Philpot Lane, London, EC3M 8UD. The site visit will consist of a tour of the site followed by a brief question and answer session.
- 6.2 All questions and answers that occur during the site visit will be documented and issued in writing via the e-Sourcing Suite following the event.
- 6.3 There is an attendance limit of two delegates per organisation.
- 6.4 Potential Providers should register their intention to attend the site visit via the messaging facility of the tender event on the e-Sourcing Suite by 15:00, on Friday, 24 March 2017. Name, role, email address and contact telephone number should be provided per delegate when registering. Potential Providers that have not registered and received confirmation of site visit timeslot will not be admitted on the day.
- 6.5 Delegates should arrive at Eastcheap Court, 10 minutes in advance of the visit start time and should report to reception.
- 6.6 The Agent and Authority reserve the right to run a second site visit on 28<sup>th</sup> March at 12:00 – 13:00 should the first session become oversubscribed and will notify Potential Providers of their timeslot accordingly upon registration of intent to attend.
- 6.7 Please note photography or recording devices will not be permitted for use during the site visit.

## 7. COMPLETING AND SUBMITTING A TENDER

- 7.1 To participate in this Procurement, Potential Providers are required to submit a Tender via the e-Sourcing Suite which fully complies with the instructions in this ITT and its Appendices.
- 7.2 Potential Providers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
- 7.3 Remember:
- 7.3.1 It is the Potential Provider's responsibility to ensure that a fully compliant Tender is submitted.
- 7.3.2 Potential Providers must ensure that they are using the latest versions of this document and its Appendices, as the documentation may be updated during the Tender period.
- 7.3.3 Allow plenty of time for the entering of responses into the e-Sourcing Suite questionnaires. It is not advisable to leave this until the day of the Tender Submission Deadline.



- 7.4 For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see Appendix G, Supplier Guidance Parts A and B.
- 7.5 Additional Materials, Documents and Attachments.
- 7.5.1 Potential Providers must adhere to the following instructions;
- 7.5.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Agent or within a question.
- 7.5.1.2 Any additional documents requested by the Agent must only be attached at the Question Level (not at Questionnaire Level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Agent in the question. They must be submitted in the format requested.
- 7.6 Data Entry
- 7.6.1 A fully compliant Tender must adhere to the following instructions;
- 7.6.1.1 All responses must be inserted into the relevant text field unless an attachment is additionally permitted. Only information entered into the relevant text field or information provided as an attachment supplied in accordance with the Agent's instructions will be taken into consideration for the purposes of evaluating a Tender.
- 7.6.1.2 The Tender must be submitted in the English (UK) language.
- 7.6.1.3 Potential Providers must answer all questions accurately and as fully as possible, within the word / character limits specified.
- 7.6.1.4 Where options are offered as a response to a question, Potential Providers must select the relevant option from the drop down list.
- 7.6.1.5 Potential Providers 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.
- 7.6.1.6 The Agent may disregard any part of a response to a question which exceeds the specified word / character limit (i.e. the excess will be disregarded, not the whole response). The stated word / character limit includes spaces and punctuation.
- 7.7 Deadline for the submission of Tenders
- 7.7.1 All Tenders must be received by the Agent before the Tender Submission Deadline (see the Procurement Timetable in paragraph 5 for details).
- 7.8 Late Tenders:
- 7.8.1 Tenders received after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.
- 7.8.2 Where Potential Providers are prevented from submitting their Tender by the Tender Submission Deadline as a result of a technical issue with the Agent's e-Sourcing suite, they must contact the e-Enablement helpdesk (0345 010 3503) immediately. Depending on the issue, the Agent may then agree alternative arrangements/dates for Tender submission.



- 7.8.3 No allowance shall be granted where the Potential Provider's hardware, software, internet connection or staff absence prevent Tender submission by the Tender Submission Deadline.
- 7.9 Uploading and submitting a Tender
- 7.9.1 Potential Providers are responsible for ensuring that their Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 7.9.2 Potential Providers must ensure they select the 'Submit all draft bids' icon in order for their response to be submitted. Failure to select this option will mean that the bid remains in a 'draft' status and will therefore not be considered.
- 7.9.3 All Tenders must be submitted to the Agent using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 7.9.4 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 Appendix F, Supplier Guidance, for details of how to formally submit the Tender.
- 7.9.5 Potential Providers may modify and resubmit a Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, Potential Providers must satisfy themselves that the Tender has been submitted including all responses and attached any requested attachments, through the e-Sourcing Suite. Potential Providers cannot modify a Tender after the Tender Submission Deadline.
- 7.9.6 Potential Providers may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 7.9.7 Tenders must remain valid and capable of acceptance by the Agent for a period of 90 calendar days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of the Tender.
- 7.10 Confidentiality
- 7.10.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a Tender to other Potential Providers.
- 7.10.2 The Agent may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).
- 8. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)**
- 8.1 The Agent 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.
- 8.2 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 operator members that, if awarded, will ultimately enter into a Contract with the Authority and therefore assume liability for performance of the Contract (the "**Potential Provider**").
- 8.3 With the exception of Sub-Contractors identified in the Tender, no organisation other than the Supplier will be able to provide the Services through the Contract, 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 Supplier 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.

#### 8.4 Sub-contracting proposals:

8.4.1 Potential Providers need to complete the relevant question in the 'Information Only' questionnaire if they propose to use one or more Sub-Contractors.

8.4.2 The Agent does not require all sub-contractors to be disclosed. Potential Providers need only disclose those sub-contractors who directly contribute to the Potential Provider's ability to meet their obligations under the Contract. There is no need to specify sub-contractors supplying general services to the Potential Provider (such as window cleaners etc.) that only indirectly enable them to perform the Contract. Please read the definition of Sub-Contractor in paragraph 12, glossary.

8.4.3 If a Potential Provider needs to rely on the capability and/or experience of one or more Sub-Contractors in the Tender to demonstrate ability to provide the Services in accordance with the requirements of the question and the Contract, Potential Providers must inform the Agent in the Tender.

8.4.4 The Tender must clearly identify when Potential Providers are relying on a Sub-Contractor in the Tender 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.

8.4.5 At its discretion, the Agent may seek assurances that identified Sub-Contractors are not in breach of any condition or situation as described in regulation 57 of the Regulations. Where such a breach exists the Agent may request the removal of the identified Sub-Contractor or exclude the Tender.

#### 8.5 Group of Economic Operator proposals:

8.5.1 If a Group of Economic Operators wish to act jointly to provide the Services, they may do so with all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract.

8.5.2 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 Contract. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Contract Guarantor for the single legal entity's performance of the Contract.

8.5.3 The Group of Economic Operators should nominate a Lead Contact to lead the tender process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.

8.5.4 The Lead Contact should complete the relevant question in the 'Information Only' 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.

8.5.5 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

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of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Contract, it must inform the Agent in its Tender.

8.5.6 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.

## 8.6 Queries

8.6.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If Potential Providers are unsure how to classify and communicate their contracting arrangements in the Tender, contact the Agent at the earliest opportunity.

## 8.7 Changes to the contracting arrangements

8.7.1 The Agent 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 the Supplier's ability to deliver the requirements. Potential Providers must tell the Agent about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Agent will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of Contract.

8.7.2 Where awarded a Contract, 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 the Authority's contract management standards.

## 8.8 Declaration of Compliance

8.8.1 The Agent requires 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 (Appendix A, Annex 1). This is done via the online 'Key Participation Requirements' questionnaire. If a "Yes" answer to this confirmation is not provided, the Potential Provider will be excluded from this Procurement. This provides the Agent 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, Appendix A.

## 9. QUESTIONS AND CLARIFICATIONS

9.1 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 as set out in paragraph 5). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite. Potential Providers should ensure that, where applicable, they include the question number in their correspondence. This is provided in Appendix D – Response Guidance.

9.2 Questions of a technical nature relating to use of the e-Sourcing suite should be directed to the e-Enablement Team in the first instance and may be raised at any time during the procurement process. The contact details for the e-Enablement Team can be found in Appendix G – Supplier Guidance.



- 9.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Agent will publish all its responses to questions asked and or clarifications raised by Potential Providers in the “Attachments” section of the e-Sourcing Suite.
- 9.4 If Potential Providers ask any questions and / or raise clarifications Potential Providers are asked not refer to their identity in the body of the question to ensure anonymity.
- 9.5 Questions asked and or clarifications raised may be responded to in batches by the Agent, rather than one at a time.
- 9.6 If a Potential Provider wishes to ask a question or seek clarification in confidence they must notify the Agent and provide justification for withholding the question and any response. If the Agent does not consider that there is sufficient justification for withholding the question and the corresponding response, the Agent will inform the Potential Provider, who 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.
- 9.7 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 could affect how Potential Providers complete their Tender.
- 9.8 The Agent reserves the right to contact Potential Providers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.

## 10. OVERVIEW OF THE EVALUATION PROCESS

- 10.1 The Contract will be awarded on the basis of the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.
- 10.2 The evaluation procedure is divided into the following key stages, which the Agent may nevertheless decide to run concurrently;
- 10.2.1 Compliance/validation – The Agent will check the Tender to ensure it is compliant with the ITT and that the responses are valid. This includes satisfying all the participation requirements listed in the online ‘Key Participation Requirements’ questionnaire. Non-compliant Tenders may be excluded from this Procurement by the Agent.
- 10.2.2 Quality Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with Appendix D, Response Guidance, applying the Consensus Marking Procedure described within that document.
- 10.2.3 Price Evaluation – The Agent will make a commercial assessment of prices offered and award scores according to Appendix D, Response Guidance.
- 10.3 Weighting
- 10.3.1 A summary of the total scores available for each questionnaire set out in Appendix D, Response Guidance, is as follows:

Questionnaire Number	Questionnaire Title	Total Score Available	Questionnaire Weighting (%)
<b>PASS/FAIL SHOWSTOPPERS</b>			

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[1]	Key Participation Requirements	Pass/Fail	N/A
[2]	Conflicts of Interest	Pass/Fail	N/A
<b>INFORMATION ONLY</b>			
[3]	Information Only	N/A	N/A
<b>QUALITY EVALUATION 60%</b>			
[4]	Capability	100	20
[5]	Service Delivery	100	10
[6]	Personnel	100	30
<b>PRICE EVALUATION 40%</b>			
[7]	Price	100	40
	<b>TOTAL</b>	<b>100 %</b>	<b>100</b>

#### 10.4 Final Score

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

10.4.2 Full details of the Marking Scheme that will be utilised during evaluation for both price and quality elements can be found at paragraph 4 and 5 of Appendix D – Response Guidance.

### 11. FINAL DECISION TO AWARD

11.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider who offers the most economically advantageous Tender will be awarded a Contract.

11.2 The most economically advantageous Tender will be the Potential Provider scoring the highest ranking Final Score.

11.3 Where the Final Score achieved by multiple Potential Providers ranks them in equal, then the Potential Provider with the highest score for the quality element will be deemed the winner and awarded the Contract.

11.4 The Agent will inform all Potential Providers simultaneously via the e-Sourcing Suite of its intention to award a Contract.

11.5 Should the Potential Provider ranked first, decline to accept a Contract, then it will be offered to the next ranked Potential Provider.

11.6 The conclusion of a Contract is subject to formal award/signature (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.

## 12. GLOSSARY

Agent	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 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP.
Appendix	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means Debt Management Office as described in Section 1.1 whose offices are located at Eastcheap court, 11 Philpot Lane, London, EC3M 8UD;
Consensus Marking Procedure	means the evaluation procedure described in Appendix D, Response Guidance;
Contract	means the contractually-binding terms and conditions set out at Appendix C of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Contract Schedule	means a schedule to the Contract;
EIR	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
e-Sourcing Suite	means the online tender management and administration system used by the Agent;
Evaluation Panel	means a committee of people who have declared any potential conflicts of interest and who have declared a competency to evaluate tender submissions on behalf of the Authority.
Final Score	means the score achieved by a Tender at the conclusion of the Evaluation process calculated in accordance with paragraph 10.
FoIA	means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Services	means the services that may be provided by Suppliers, as set out at Appendix B, Statement of Requirements.



Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services
Invitation to Tender or ITT	means this invitation to tender document together with its Appendices, published by the Agent 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)
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Agent according to Appendix D, 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 10.3.
Potential Provider	means all those supplier organisations or Groups of Economic Operators that are tendering for this Contract
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 Appendix D, Evaluation Guidance.
Procurement	means the process used to establish a Contract that facilitates the supply of the Services.
Procurement Lead	means the CCS commercial lead running the procurement;
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 Evaluation process;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 10.
Regulations	means the Public Contracts Regulations 2015 <a href="http://www.legislation.gov.uk/uksi/2015/102/contents/made">http://www.legislation.gov.uk/uksi/2015/102/contents/made</a>



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> ;
Sub-Contractor	means a third party which: <ul style="list-style-type: none"> <li>a) provides the Services (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the Services (or any part of them);</li> </ul> pursuant to any contract or agreement (or proposed contract or agreement), other than the Contract or a Call Off Contract;
Supplier	means a Potential Provider with whom the Agent has concluded a Contract;
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 5.2 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 5.2 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.