



Crown
Commercial
Service

INVITATION TO TENDER

Managed Learning Service

REFERENCE NUMBER

RM3822

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority 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 single Supplier pan government/public sector Framework Agreement for the provision of managed learning service. The aim is to appoint a single prime contractor, or a consortium with a lead supplier acting as a prime contractor, to work in effective partnership with participating organisations by providing access to a range of high quality learning and development services and solutions designed to meet the needs of the Civil Service and UK public bodies, on a managed service basis.
- 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 '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 <https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers> (select the eSourcing Suite guidance: how to respond to Tenders and Further Competitions).
- 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 This Procurement relates to Administrative social, educational, healthcare and cultural services which are listed in Schedule 3 of the Public Contract Regulations 2015 (PCR) 2015 as a specific service. This Procurement is therefore subject to limited regulation and will be conducted under the Light Touch Regime (LTR) in accordance with regulations 74 to 76 of the Public Contract Regulations 2015 in the style of the open procedure.

2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

- 2.1 This Procurement will result in the award of the Framework Agreement to a successful Potential Provider. Once the Framework Agreement has been executed the successful Potential Provider will become the Supplier.
- 2.2 The Framework Agreement will enable Contracting Authorities to place orders with the Supplier for the Goods and 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 to 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 Services.
- 2.6 The Authority will manage the overall performance of the Framework Agreement by the Supplier and collect Management Information and any Management Charges payable by the Supplier.
- 2.7 Contracting Authorities
 - 2.7.1 The Framework Agreement will be available for use by Contracting Authorities 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 Authority may purchase the Goods and Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on the Supplier 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 Authorities may award Call-Off Contracts for any of the Goods and Services by Form of Order as per the procedures that are set out in Framework Schedule 5 (Call-Off Procedure) at Attachment 4.
 - 2.8.2 All Call-Off Contracts awarded by Contracting Authorities 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.
 - 2.8.3 The Contracting Authority will manage the Supplier's day to day performance of the Call-Off Contract it has entered with the Supplier.

3. REQUIREMENTS

- 3.1 A detailed description of the Goods and Services that a Supplier will be required to supply is set out at Framework Schedule 2 (Attachment 4a) 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>
- 3.2 The Goods and Services covered by this Procurement have not been sub-divided into Lots because the business strategy determined that the Managed Learning Service RM3822 should be tendered as a single supplier requirement. The rationale is that a strategic partner can deliver maximum overall benefits in terms of the efficiencies and economies of scale, whilst delivering and sourcing end-to-end learning management solutions through its supply chain.
- 3.3 Details of the estimated value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

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
12/04/2017	Despatch of the OJEU Contract Notice
14/04/2017	Clarification period starts
14:00 GMT 24/04/2017	Potential Provider Clarification Webinar (see paragraph 8 for further details)
17:00 GMT 26/04/2017	Clarification period closes (" Tender Clarifications Deadline ")
17:00 GMT 02/05/2017	Deadline for the publication of responses to Tender Clarification questions
15:00 GMT 10/05/2017	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
20/06/2017	Intention to award notices issued to successful and unsuccessful Potential Providers.
20 - 29/06/2017	10 day Standstill Period (in accordance with Regulation 87)
21 - 28/06/2017 [date TBC]	Validation of Awarded Supplier (potential site visit)
30/06/2017	Expected commencement date for Framework Agreement(s)

5. COMPLETING AND SUBMITTING A TENDER

5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and 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 – 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 – <https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers> (select the eSourcing Suite guidance: how to respond to Tenders and Further Competitions)

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 at 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.

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:
- 5.8.1 Tenders received on or after the Tender Submission Deadline 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 <https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers> (select the eSourcing Suite guidance: how to respond to Tenders and Further Competitions) 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. An 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 (2).
- 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 Authorities.

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 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 SQ2e 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 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 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 and 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 SQ2(a-d) 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 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 20 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 '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 set out 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 CLARIFICATION WEBINAR

8.1 A presentation and clarification webinar will be held on Monday 24th April 2017 at 2pm. Potential key stakeholders seeking to on-board to this requirement will be offering a high level overview to start the webinar, and then you will be provided with an opportunity to seek clarification on any matters relating to this Procurement and the requirements in an anonymised forum. Once the presentation is complete, you will be able to send your questions, live, via the chat function within the webinar itself, these questions will be answered where possible and taken away for consideration if necessary. All information, questions and answers, will be shared with all Potential Providers following the webinar, via the messaging facility in the eSourcing suite.

8.2 Please follow the link below in order to register for the webinar:

[CLICK HERE TO REGISTER](#)

You will be asked to insert your name, email, and company name and once you have registered you will receive instructions on how to join the meeting.

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 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. All of the evaluators’ marks and related justifications will be recorded separately in the e-Sourcing Suite.

9.2.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by 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 (Section 6 in Attachment 2). 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 3 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 section 4 part 1 and part 2 (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

The information you submit in response to Section 5 Economic and Financial Standing in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If in response to question SQ5.2, you indicate that a

Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 10.3.

- 10.3.1 The Authority will use a credit reference agency to request a detailed financial risk report based on the information provided in response to the Selection Questionnaire.
- 10.3.2 The Authority will also ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of following in respect of your organisation or proposed Framework Guarantor (as the case may be):
 - 10.3.2.1 a statement of your turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading;
 - 10.3.2.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 10.3.2.3 an alternative means of demonstrating financial status.
- 10.3.3 The Authority will use the information described in paragraph 10.3.3, in addition to the credit reference agency report described in paragraph 10.3.2 (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is acceptable. This will be performed using the Authority's financial assessment template which can be viewed using the template provided at Attachment 8 – Financial Assessment Template, which covers a range of financial risk indicators.
- 10.3.4 If the Authority then determines (in accordance with paragraph 10.3.4) that the financial risk is determined as being acceptable, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 10.3.5 If the Authority determines (in accordance with paragraph [10.3.4) that the financial risk is determined as being unacceptable, 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 10.3.1 to 10.3.5 in respect of the proposed Framework Guarantor.
- 10.3.6 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at 10.3.3 has not been provided, then the Tender will be excluded from further involvement in the procurement.
- 10.3.7 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 an unacceptable 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 10.3.1 to 10.3.5 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains as unacceptable, then the Tender will be excluded from further involvement in this Procurement.

10.4 Stage 3 - Selection Questionnaire section 7 - Technical and Professional Ability

- 10.4.1 Evaluators will assess responses to the questions in Section 7 and award a Pass/Fail based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2 and in comparison to requirements as set out in Framework Schedule 2 – Goods and/or Services in Attachment 4a.

- 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 Section 7 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.
- 10.5 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 are acceptable in terms of 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 the 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 the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 11.

11.2 The Award Stage evaluation will comprise of:

11.2.1 an evaluation of 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**")

11.3 The maximum possible score capable of being achieved by a Potential Provider will be 100 points (being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively i.e. 60 + 40)

11.4 The Quality Evaluation is weighted as 60%. The Price Evaluation is weighted as 40%.

11.5 Available scores summarised

QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
60	40	100

11.6 Quality Evaluation Process

11.6.1 The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4 and AQB5) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 9.2.

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 in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

11.6.3 If a Potential Provider is awarded a mark of 33 (thirty three) or 0 (zero) for any scored questions i.e. AQB1, AQB2, AQB3, AQB4 and AQB5, they will be deemed as having failed in this procurement and the Tender will be excluded from further participation in this Procurement.

11.6.4 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 11.6.5 below.

11.6.5 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**”).

Overview of Quality and Price Evaluation (quality criteria, price methodology, marking scheme and Maximum Score Available)

SECTION		MARKING SCHEME	MINIMUM PASS MARK	MAXIMUM SCORE AVAILABLE
SECTION A – FRAMEWORK POPULATION QUESTIONS				
AQA1	CLAUSE 48.6 NOTICES: CONTACT DETAILS	INFORMATION ONLY	N/A	N/A
AQA2	SCHEDULE 11 MARKETING: CONTACT DETAILS	INFORMATION ONLY	N/A	N/A
AQA3	SCHEDULE 14 INSURANCE REQUIREMENTS, ANNEX 1 PART B: PROFESSIONAL INDEMNITY INSURANCE	INFORMATION ONLY	N/A	N/A
AQA4	SCHEDULE 17 COMMERCIAL SENSITIVE INFORMATION: DETAILS	INFORMATION ONLY	N/A	N/A
AQA5	SCHEDULE 18 DISPUTE RESOLUTION PROCEDURE: ROLE FOR COMMERCIAL NEGOTIATIONS	INFORMATION ONLY	N/A	N/A
SECTION B – SCORED QUESTIONS (Section Weighting 60%)				
AQB1	TRANSITION AND IMPLEMENTATION	100/66/33/0	66	100
AQB2	LEARNING PORTAL AND CATALOGUE OF COURSES	100/66/33/0	66	100
AQB3	SOURCING SERVICES	100/66/33/0	66	100
AQB4	SUPPLY CHAIN MANAGEMENT	100/66/33/0	66	100
AQB5	ADMINISTRATION AND SUPPORT SERVICES	100/66/33/0	66	100
TOTAL	MAXIMUM SCORE AVAILABLE			500
TOTAL	QUALITY SCORE (%)			398 (79.6)%
SECTION C – INFORMATION ONLY QUESTIONS				
AQC1	FLEXIBLE ON DEMAND SERVICE REQUIREMENTS	INFORMATION ONLY	N/A	N/A
AQC2	DELIVERING VALUE FOR MONEY	INFORMATION ONLY	N/A	N/A

AQC3	CONTRACT MANAGEMENT SERVICES	INFORMATION ONLY	N/A	N/A
AQC4	ADDITIONAL SERVICES	INFORMATION ONLY	N/A	N/A
AQC5	SME FRIENDLY SOURCING	INFORMATION ONLY	N/A	N/A
AQC6	PRICING STRUCTURES	INFORMATION ONLY	N/A	N/A
AQC7	LEARNING PORTAL AND CATALOGUE OF COURSES PROCESS MAP	INFORMATION ONLY	N/A	N/A
AQC8	SOURCING SERVICES PROCESS MAP	INFORMATION ONLY	N/A	N/A
AQC9	ADMINISTRATION AND SUPPORT SERVICES PROCESS MAP	INFORMATION ONLY	N/A	N/A
AQC10	CONTRACT MANAGEMENT SERVICES PROCESS MAP	INFORMATION ONLY	N/A	N/A
SECTION D – PRICING				
AQD1	CATALOGUE OF COURSES	EVALUATED	N/A	15
AQD2	SOURCING SERVICES	EVALUATED	N/A	35
AQD3	ADMINISTRATION SERVICES	EVALUATED	N/A	30
AQD4	CONTRACT MANAGEMENT SERVICES	EVALUATED	N/A	15
AQD5	ADDITIONAL SERVICES: DAY RATES	EVALUATED	N/A	5

11.6.6 To proceed to the next stage of the evaluation, Potential Providers must

- provide the information for the framework population questions in Section A.
- achieve a mark greater than 33 (thirty three) for questions AQB1, AQB2, AQB3, AQB4, and AQB5
- achieve or exceed the minimum score for Quality of 398.

11.6.7 Potential Providers who are awarded a mark of lower than 66 for questions AQB1, AQB2, AQB3, AQB4 and AQB5 and/or receive an overall quality score of less than 398 will be deemed as having failed and the Tender will be excluded from further participation in this Procurement.

11.7 Price Evaluation Methodology

11.7.1 You are required to download Attachment 9 (Pricing Matrix) from the eSourcing Suite.

- 11.7.2 Potential Providers should complete the pricing matrix and are expected to take account of their views on the application of TUPE when proposing prices in the Pricing Matrix i.e. provide maximum prices inclusive of potential TUPE costs – please refer to paragraph 13.
- 11.7.3 The Pricing Matrix (Attachment 9) is designed to enable a tiered pricing model for either a fully end to end Managed Learning Service or discrete elements of an end to end Managed Learning Service, this provides Contracting Authorities with the flexibility to select their learning and development solution according to their business requirements and budget.
- 11.7.4 You are required to submit a completed Pricing worksheet for each service, by completing the relevant tabs on the Pricing Matrix spreadsheet:
- a) Catalogue of Courses
 - b) Sourcing Services
 - c) Administration and Support Services
 - d) Contract Management Services
 - e) Additional Services (Day Rates)
- 11.7.5 You must ensure you read the Instructions tab and the instructions on each service tab (tabs 3 - 7).
- 11.7.6 You must insert prices into cells which are highlighted blue and grey in accordance with the instruction provided within Attachment 9 - Instructions Tab.
- 11.7.7 You are required to complete the following tabs, in accordance with the instructions contained within this paragraph 11.7 and Attachment 9 (Pricing Matrix):
- 11.7.7.1 Tier 1 Catalogue of Courses - Discount off Course RRP Price
- a) A percentage must be entered into the cell shaded blue, which represents the minimum course discount off the list price that Contracting Authorities accessing this Framework Agreement will receive;
 - b) The yellow shaded cell is the sub weighting that will be automatically applied to your percentage discount;
 - c) The green shaded cell is the Bid Discount (Discount x Sub Weighting) and will automatically calculated (i.e. this is the total of the discount entered x the sub weighting);
 - d) The purple shaded cell is your Total Discount off Course RRP Bid Price and will be automatically calculated. This figure will be evaluated.
- 11.7.7.2 Tier 1 Catalogue of Courses – Shopping Basket of Courses
- a) Prices must be entered into each of the cells shaded blue, which represents the price of each corresponding course;
 - b) The yellow shaded cells are the sub weightings that will be automatically applied to each of your corresponding course price;
 - c) The green shaded cell is the Bid Price (Course Price x Sub Weighting) and will automatically calculated (i.e. this is the total of the course price entered x the sub weighting);
 - d) The purple shaded cell is your Total Catalogue of Courses Bid Price and will be automatically calculated. (It is the total of the green shaded cells). This figure will be evaluated.

11.7.7.3 Tier 2 Sourcing Service

- a) Percentages must be entered into each of the cells shaded blue, which represents the percentage charge of the Sourcing Service which will be applied within the volume band;
- b) The yellow shaded cells are the sub weightings that will be automatically applied to each of your corresponding volume band percentage charges;
- c) The green shaded cell is the Bid Price (Volume band Percentage Charge x Sub Weighting) and will automatically calculated;
- d) The purple shaded cell is your Total Sourcing Service Bid Price and will be automatically calculated. (It is the total of the green shaded cells). This figure will be evaluated.

11.7.7.4 Tier 3 Administration and Support Service

- a) Percentages must be entered into each of the cells shaded blue, which represents the percentage charge of the Administration and Support Service, which will be applied within the volume band;
- b) The yellow shaded cells are the sub weightings that will be automatically applied to each of your corresponding volume band percentage charges;
- c) The green shaded cell is the Bid Price (Volume band Percentage Charge x Sub Weighting) and will automatically calculated;
- d) The purple shaded cell is your Total Administration and Support Service Bid Price and will be automatically calculated. (It is the total of the green shaded cells). This figure will be evaluated.

11.7.7.5 Tier 4 Contract Management Service

- a) Percentages must be entered into each of the cells shaded blue, which represents the percentage charge of the Contract Management Service, which will be applied within the volume band;
- b) The yellow shaded cells are the sub weightings that will be automatically applied to each of your corresponding volume band percentage charges;
- c) The green shaded cell is the Bid Price (Volume band Percentage Charge x Sub Weighting) and will automatically calculated;
- d) The purple shaded cell is your Total Contract Management Service Bid Price and will be automatically calculated. (It is the total of the green shaded cells). This figure will be evaluated.

11.7.7.6 Additional Services – Day Rates

- a) Prices must be entered into each of the cells shaded blue, which represents the maximum Day Rate for each of the corresponding roles;
- b) The yellow shaded cells are the sub weightings that will be automatically applied to each of your corresponding role Day Rates;
- c) The green shaded cell is the Bid Price (Role Day Rate x Sub Weighting) and will automatically calculated;
- d) The purple shaded cell is your Total Additional Services Bid Price and will be automatically calculated. (It is the total of the green shaded cells). This figure will be evaluated.

11.7.8 A cost break down of the costs for the services is also required by you. The sum total of the cost breakdown table should match the overall price submitted

for the services. The percentage breakdowns submitted will not be evaluated and are for information only.

11.7.9 Prices submitted in the cells highlighted blue will be used for the Pricing evaluation and as such failure to insert an applicable price may result in your tender being deemed non-compliant and may be excluded from further participation in this procurement.

11.7.10 Information input into cells highlighted grey will not be evaluated or form part of the Pricing evaluation. In the event you are successful, in this procurement the information provided will be incorporated into Framework Agreement Schedule 3 (Charging Structure) and form the basis of the Contracting Authorities Call Off Contracts. Failure to provide this information may result in your Tender being deemed non-compliant.

11.7.11 In order to ensure consistency and fairness in evaluation, it is essential that Potential Providers responses to the pricing requirements are consistent with the specification described in Schedule 2 Statement of Requirements.

11.7.12 You must not alter, amend or change the format or layout of Attachment 9. You must not insert or attach any notes or comments into any of the worksheets or upload as a separate attachment. Any such additional information will be disregarded by the Authority.

11.7.13 If a Potential Provider fails to submit a completed Pricing Matrix, its Tender may be excluded from further participation in this Procurement.

11.7.14 All prices submitted must be excluding VAT and in Great British Pounds Sterling (£).

11.8 Price Evaluation Process

11.8.1 The total price evaluation is weighted at 40% and will be evaluated on the basis of each of the requirements as set out below:

Requirements	Sub Weighting	Weighting	Maximum Mark Available
Catalogue of Courses			
Discount off Course RRP Price	100%	7.5%	7.5
Sub Total	100%	7.5%	7.5
Catalogue of Courses			
Shopping Basket of Courses			
- AAT Level 2 computerised accounting UK	2%		
- ACCA essentials P3 Business analysis face to face revision	2%		
- CIMA Operational Level 1 P1 Management accounting (face to face)	2%		
- ICAEW Certificate level assurance (face to face)	2%		
- Principles of change management foundation & practitioner	10%		
- Management of Risk (MoR) foundation and practitioner	20%		
- Management of Portfolios (MoP) foundation and practitioner	15%	7.5%	7.5
- ITIL v3 Foundation certificate in IT Service Management	15%		
- BCS Business Analysis practice – foundation	5%		

- TOGAF foundation certificate level 1 & 2 (including exam)	15%		
- Certificate in Information Security Management Principles	4%		
- Business Continuity Basics	4%		
- BCS/ISEB certificate in information security management principles (CISMP)	4%		
Sub Total	100%	7.5%	7.5
Sourcing			
- Minimum Contract Charge	3%		
- >£0 - <£20m	12%		
- >£20m - <£40m	15%		
- >£40m - <£60m	18%		
- >£60m - <£80m	24%		
- >£80m - <£100m	28%		
Sub Total	100%	35%	35
Administration and Support Services			
- Minimum Contract Charge	3%		
- >£0 - <£20m	12%		
- >£20m - <£40m	15%		
- >£40m - <£60m	18%		
- >£60m - <£80m	24%		
- >£80m - <£100m	28%		
Sub Total	100%	30%	30
Contract Management			
- Minimum Contract Charge	3%		
- >£0 - <£20m	12%		
- >£20m - <£40m	15%		
- >£40m - <£60m	18%		
- >£60m - <£80m	24%		
- >£80m - <£100m	28%		
Sub Total	100%	15%	15
Day Rates			
- Learning Consultant	25%		
- Principal Learning Consultant	25%		
- Project Manager	25%		
- Systems Developer	25%		
Sub Total	100%	5%	5
TOTAL		100%	100

11.8.2 Prices submitted by Potential Providers in the Pricing Matrix in the purple shaded cells, will be recorded and evaluated in accordance with the following process.

11.8.3 The Authority will evaluate each price Tendered for in the Pricing Matrices by comparing the prices offered against all other prices submitted by other Potential Providers. Examples can be found in paragraph 11.8.6.

11.8.4 The Potential Provider who offers the lowest price for each 'Total Bid Price' item and the highest 'Total Discount off Course RRP Bid Price' (Tier 1) as outlined in the individual Pricing Matrices (i.e. purple shaded cells), will achieve 100% of the Maximum Mark Available.

11.8.5 Every other Potential Provider who submitted a price for each 'Total Bid Price' item and the 'Total Discount off Course RRP Bid Price' as outlined in the

individual Pricing Matrices (i.e. purple shaded cells), will be ranked from lowest to highest price and will be awarded a percentage of the maximum mark available on a reducing basis based on the price submitted versus the lowest 'Total Bid Price' item and the highest 'Total Discount off Course RRP Bid Price' (Tier 1) submitted. The process is illustrated in the example below.

- 11.8.6 The calculation applied separately for Basket of Courses (Tier 1), Sourcing Services (Tier 2), Administration and Support Services (Tier 3), Contract Management Services (Tier 4) and Additional Services (Tier 5) is the following:

$$\text{Score} = \frac{\text{Lowest Total Bid Price Tendered}}{\text{Your Tendered Total Bid Price}} \times \text{Maximum Mark Available}$$

And for Total Discount off Course RRP (Tier 1)

$$\text{Score} = \frac{\text{Highest Total Discount Tendered}}{\text{Your Tendered Total Discount}} \times \text{Maximum Mark Available}$$

- 11.8.6.1 Example:

- Potential Provider A achieves the lowest Sourcing Service Total Bid price of 2%. Potential Provider A is awarded the Maximum Mark Available of 35;
- Potential Provider B submits a Sourcing Service Total Bid price of 4%. As the price is twice as expensive as Potential Provider A's price, Potential Provider B is awarded 50% of the Maximum Mark Available, namely 17.5;
- Potential Provider C submits a Sourcing Service Total Bid price of Costs price of 5% and is awarded 40% of the Maximum Mark Available, namely 14.

- 11.8.6.2 The worked examples are provided for illustrative purposes only; the prices used are fictitious and are provided purely to demonstrate how the Price Evaluation methodology will be applied.

- 11.8.7 The calculation will be applied to each 'Total Bid Price' item and the highest 'Total Bid Discount off Course RRP' (Tier 1) as outlined in the individual Pricing Matrices (i.e. purple shaded cells).

- 11.8.8 The Mark awarded for each Potential Providers Total Bid Discount off Course RRP will be multiplied by the relevant weighting, which will equate to 7.5% of the maximum price mark available which is 100.

- 11.8.9 The Total Marks for each Potential Providers Shopping Basket of Courses will be added together and multiplied by the relevant weighting, which will equate to 7.5% of the maximum price mark available which is 100.

- 11.8.10 The Total Marks for each Potential Providers Sourcing Service tiered service charge will be added together and multiplied by the relevant weighting, which will equate to 35% of the maximum price mark available which is 100.

- 11.8.11 The Total Marks for each Potential Providers Administration and Support Service tiered service charge will be added together and multiplied by the relevant weighting, which will equate to 30% of the maximum price mark available which is 100.

- 11.8.12 The Total Marks for each Potential Providers Contract Management Service tiered service charge will be added together and multiplied by the relevant weighting, which will equate to 15% of the maximum price mark available which is 100.

11.8.13 The Total Marks for each Potential Providers Additional Services day rates will be added together and multiplied by the relevant weighting, which will equate to 5% of the maximum price mark available which is 100.

11.8.14 If any of the values you have provided is significantly high, or abnormally low, the Authority reserves the right to verify your Tender. The Authority has the discretion to exclude abnormally low tenders in accordance with Regulation 69 of the Public Contract Regulations 2015. The steps the Authority will take in this event are as follows:

11.8.14.1 to request in writing an explanation of the abnormally low value, 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 Goods / provision of Services;
- c) the originality of the Goods/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;

11.8.14.2 to take account of the evidence provided by the Potential Provider in response; and

11.8.14.3 to subsequently verify with them the value being abnormally low.

11.9 Price Score

11.9.1 The Catalogue of Courses - Total Discount off Course RRP Bid Price and Total Catalogue of Courses Bid Price, Total Sourcing Service Bid Price, Total Administration and Support Service Bid Price, and Total Additional Services Bid Price will be added together to calculate the Price Mark (maximum mark available 100).

11.9.2 The Price Mark is then multiplied by 40% (as the Price Evaluation is weighted at 40%) to calculate the “**Price Score**”, which will be added to the “**Quality Score**” to determine the “**Final Score**”. Please refer to paragraph 11.10 for an example of how the Final Score will be calculated.

11.9.3 Once the marks for each Potential Provider in respect of all the ‘Total Bid Price’ items listed the Pricing Matrices have been determined and weighted, the marks will be aggregated to determine a “**Price Score**” as illustrated in the example below.

Example:

Total Bid Price Items	Max Mark Available	Potential Provider A	Potential Provider B	Potential Provider C
Tier 1 Catalogue of Courses – Discount of RRP	7.5	7.0	6.0	7.5

Tier 1 Catalogue of Courses – Basket of Goods	7.5	5.5	7.5	7.0
Tier 2 Sourcing Service	35	25	35	28
Tier 3 Administration and Support Service	30	24	24	30
Tier 4 Contract Management Service	15	13	15	14
Additional Services Day Rates	5	3	2	5
Price Mark	100	77.5	89.5	91.5
Price Score (x 40%)	40%	31%	35.8%	36.6%

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

11.10 Final Score

11.10.1 Rounding will be taken to 2 decimal places using standard Excel 2010 formula. The Authority will not apply any other rounding. All results will be ranked by the highest score.

11.10.2 The Quality Score awarded will be added to the Price Score to determine the final score for each Potential Provider ("**Final Score**"). Please see example below:

	Quality Score Maximum Score 60%	Price Score Maximum Score 40%	Final Score Maximum Score 100%
Potential Provider A	55.92%	31%	86.92%
Potential Provider B	60%	35.8%	95.8%
Potential Provider C	51.84%	36.6%	88.44%

12. FINAL DECISION TO AWARD

- 12.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider who offer the most economically advantageous Tender will be awarded a Framework Agreement.
- 12.2 The most economically advantageous Tender will be the Potential Provider scoring the highest ranking Final Score, provided that they have achieved higher than 398 for the evaluated Quality questions in Section B of Attachment 3 Award Questionnaire.
- 12.3 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 12.4 Should the Potential Provider with the top ranked score decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 12.5 Only one Potential Provider will be awarded a Framework Agreement for this procurement, and in the event that the Authority receives more than one same Final Score, the Framework Agreement will be awarded to the Potential Provider with the highest score for Sourcing Service Bid Price, see relevant tab within Pricing Matrix (Attachment 9).
- 12.6 This procurement is being run under the Light Touch Regime, however the Authority has chosen to observe a Standstill Period.
- 12.7 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.
- 12.8 During the Standstill Period of 10 days, a Validation Site Visit will be carried out for the Potential Provider in receipt of the Intention to Award. Validation is to ensure that there is evidence that what you have described in your tender document is actually happening on a day to day basis, the premises and operating environment of the Potential Provider are suitable, and that resources are in place. Should the Potential Provider fail the validation, then the Authority has the right to award to the next ranked Potential Provider, which would trigger a new Standstill Period of a further 10 days.
- 12.9 The term Standstill Period is set out in Regulation 87 (2) 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 Potential Providers the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 12.10 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. TUPE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 13.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply to the Call-Off Contract (s) placed under the Framework Agreement.

- 13.2 It is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the contract and to act accordingly. The Potential Provider is encouraged to carry out its own due diligence exercise.
- 13.3 Based on the assumption that TUPE may apply the Authority has acquired information relating to the employees of the incumbent Supplier who has indicated that TUPE may be relevant.
- 13.4 The Authority makes no representation that the information that has been received from the Supplier is complete or accurate, nor does the Authority make any representation that the information provided indicates the effort/resources that will be required to deliver the Service.
- 13.5 Potential Providers should note that a proportion of the staff as listed within the TUPE Data are employed in Poland by the incumbent Supplier in Poland; it is the responsibility of Potential Providers to make an assessment on the applicability of TUPE with regards to these staff.
- 13.6 Potential Providers shall not at any time make use for their own purpose, or disclose to any person (except as may be required by law), any of the TUPE information provided to them (whether communicated orally, electronically or in writing). 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.
- 13.7 To receive the TUPE information you are required to complete the Attachment 11 Non-Disclosure Agreement and return via the e-Sourcing Suite messaging facility. On receiving the completed Non-Disclosure Agreement, the Authority will then send the TUPE information to you via the e-Sourcing Suite.

14. 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 (“ Cabinet Office ”) 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.
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 9.1.3;
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 Authority 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 Authority	means the Authority and/or any other contracting authorities (within the meaning of the Regulations) described in the OJEU Contract Notice;
Credit Reference Agency	means an independent organisation (currently Dun & Bradstreet) licenced by the Financial Conduct Authority that holds financial risk information on a broad range of organisations.
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 11.10;
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 Services	means the goods and 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 Services;
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)
Light Touch Regime	means the process and EU regulations which this Procurement is being carried out in compliance with, as set out in paragraph 1.10;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 1 per cent (1%) of all charges for the goods/ services invoiced to Contracting Authorities (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;
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 11.6.5;

Occasion of Tax Non-Compliance	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ol style="list-style-type: none"> 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.</p>
OJEU 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 11.9;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Goods and Services to Contracting Authorities 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 11.6.5;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/ukSI/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;

Selection Questionnaire	means the 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 http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ;
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"> a) provides the Goods and/or Services (or any part of them); b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or c) is responsible for the management, direction or control of the Goods and/or Services (or any part of them); pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;
Supplier	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.