



Crown
Commercial
Service

INVITATION TO TENDER

H&S E-LEARNING TRAINING

CCZP16A24

**CONTRACT FOR
HM 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 HM Treasury referred to as the Authority in this ITT.
- 1.2 This Procurement will establish a single Supplier Contract(s) for the purchase of an online Health and Safety e-learning and risk assessment service for employees to be accessed via the Authority’s Learning Management System. The Services are described in detail within Appendix B, Statement of Requirements.
- 1.3 The contract will be for an initial 2 year period with an option to extend up to 2 years in yearly increments reviewed on an annual basis (2+1+1).
- 1.4 This Contract will be between the successful Supplier and the Authority (not the Agent).
- 1.5 The Contract is being offered under the Authority’s Standard 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 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 10
- 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 are still unsure at any point how to respond, please submit a question as described in paragraph 7. 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 online ‘Key Participation Requirements’ questionnaire 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 are using Sub-Contractors please read the guidance in paragraph 6.
- 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 via the e-Sourcing Suite. 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.
- 1.12 Tender responses to the evaluation questions 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 Appendix F.
- 1.13 Potential Providers are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure all of the ITT information and instructions have been read carefully first.
- 1.14 The Agent reserves the right run an eAuction for this requirement.
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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 – Terms and Conditions

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.

2.1.6 Appendix F – Supplier Guidance

2.1.6.1 Sets out the supplier guidance for using the e-Sourcing Suite.

3. REQUIREMENTS

3.1 A detailed description of the Services that a Supplier will be required to supply is set out at Appendix B, Statement of Requirements.

The Services covered by this Procurement have not been sub-divided into Lots because the requirement is more suited to delivery by one supplier.

4. PROCUREMENT TIMETABLE

4.1 The timetable for this Procurement is set out in the table below.

4.2 This timetable may be changed by the Agent at any time. Changes to any of the dates will be made in accordance with the 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
17th November 2016	Publication of ITT/Contracts Finder Notice inclusive of Launch of e-Sourcing event
17th November 2016	Clarification period starts
16:00 hours 22 nd November 2016	Clarification period closes (" Tender Clarifications Deadline ")
16:00 hours 23 rd November 2016	Deadline for the publication of responses to Tender Clarification questions

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DATE	ACTIVITY
12:00 hours 2 nd December 2016	Deadline for submission of Tenders to the Agent (" Tender Submission Deadline ")
5 th December 2016	Commencement of Evaluation Process
15 th December 2016	Proposed Award Date of Contract
15 th December 2016	Expected execution (signature) date for Contract(s)
16 th December 2016	Expected commencement date for Contract(s)

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a Tender which fully complies with the instructions in this ITT and its Appendices.
- 5.2 Potential Providers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
- 5.3 Remember:
- 5.3.1 It is the Potential Provider's responsibility to ensure that a fully compliant Tender is submitted.
- 5.3.2 Potential Providers must ensure that they are using the latest versions of this document and its Appendices, as the documentation may be updated 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 text fields, and how to upload any requested attachments please see Appendix F, Supplier Guidance.
- 5.5 Additional Materials, Documents and Attachments.
- 5.5.1 Potential Providers must adhere to the following instructions;
- 5.5.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Agent.
- 5.5.1.2 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.
- 5.6 Data Entry
- 5.6.1 A fully compliant Tender must adhere to the following instructions;
- 5.6.1.1 All responses must be inserted into the relevant text 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.
- 5.6.1.2 The Tender must be submitted in the English (UK) language.

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- 5.6.1.3 Potential Providers 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, Potential Providers must select the relevant option from the drop down list.
 - 5.6.1.5 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.
 - 5.6.1.6 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.
- 5.7 Deadline for the submission of Tenders
- 5.7.1 All Tenders must be received by the Agent before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).
- 5.8 Late Tenders:
- 5.8.1 Tenders received after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.
 - 5.8.2 Where Potential Providers are prevented from submitting their Tender by the Tender Submission Deadline as a result of a technical issue with the Agents 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.
 - 5.8.3 No allowance shall be granted where the Potential Providers' hardware, software, internet connection or staff absence prevent Tender submission by the Tender Submission Deadline.
- 5.9 Uploading and submitting a Tender
- 5.9.1 Potential Providers are responsible for ensuring that their Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
 - 5.9.2 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.
 - 5.9.3 All Tenders must be submitted to the Agent using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
 - 5.9.4 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.
 - 5.9.5 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.



- 5.9.6 Potential Providers may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.9.7 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 a 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 Agent may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).
- 6. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)**
- 6.1 The Agent 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.
- 6.2 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Contract with the Authority and therefore assume liability for performance of the Contract (the "**Potential Provider**"), subject to paragraph 9.6 below.
- 6.3 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8), 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.
- 6.4 Sub-contracting proposals:
- 6.4.1 Potential Providers need to complete the relevant question in the 'Information Only' questionnaire if they propose to use one or more Sub-Contractors.
- 6.4.2 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 10, glossary.
- 6.4.3 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.
- 6.4.4 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.

- 6.4.5 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.
- 6.5 Group of Economic Operator proposals:
- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 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.
- 6.5.4 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.
- 6.5.5 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 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.
- 6.5.6 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.
- 6.6 Queries
- 6.6.1 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 in accordance with paragraph 7.
- 6.7 Changes to the contracting arrangements
- 6.7.1 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.

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6.7.2 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.

6.8 Declaration of Compliance

6.8.1 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.

7. QUESTIONS AND CLARIFICATIONS

7.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable as set out in paragraph 4). 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.

7.2 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 F – Supplier Guidance.

7.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Agent will publish all its responses to questions asked and or clarifications raised by Potential Providers in the "Attachments" section of the on line e-Sourcing Suite.

7.4 If Potential Providers ask any questions and or raise clarifications Potential Providers are asked do not refer to their identity in the body of the question.

7.5 Questions asked and or clarifications raised may be responded to in batches by the Agent, rather than one at a time.

7.6 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.

7.7 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.



7.8 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.

8. OVERVIEW OF THE EVALUATION PROCESS

8.1 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.

8.2 The evaluation procedure is divided into the following key stages, which the Agent may nevertheless decide to run concurrently;

8.2.1 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.

8.2.2 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.

8.2.3 Price Evaluation – The Agent will make a commercial assessment of prices offered and award scores according to Appendix D, Response Guidance.

8.3 Final Score

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

8.3.2 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 (%)
1	Key Participation Requirements	Pass/Fail	N/A
2	Conflicts of Interest	Pass/Fail	N/A
3	Information Only	N/A	N/A
4	Quality and Capability	300	30%
5	Service Delivery and Approach	300	30%
6	Price	100	40%
		TOTAL	100 %

9. FINAL DECISION TO AWARD

9.1 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.

9.2 The most economically advantageous Tenders will be the Potential Provider scoring the highest ranking Final Score.



- 9.3 Where the Final Score achieved by multiple Potential Providers ranks them in equal and all such Potential Providers have achieved a Minimum Pass Mark of 50 or higher, then the Potential Provider with the highest score for the Price element will be deemed the winner and awarded the Contract.
- 9.4 The Agent will inform all Potential Providers simultaneously via the e-Sourcing Suite of its intention to award a Contract.
- 9.5 Should the Potential Provider ranked first decline to accept a Contract, then it will be offered to the next ranked Potential Provider so long as the minimum pass score has been met, until it has been accepted.
- 9.6 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.

10. GLOSSARY

Agent	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.
Appendix	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means Her Majesty’s Treasury as described in Section 1.1 whose offices are located at 1 Horse Guards Road, London SW1A 2HQ;
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;
DSPCR	Means the “Defence and Security Public Contracts Regulations 2011”
e-Auction	means the procurement tool used by the Agent, using web-based software which allows Potential Providers to compete online and in ‘real time’, providing prices for the Services under auction.
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 8.
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;

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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 Attachments, 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)
Lot	means a discrete sub-division of the Services which are the subject of this Procurement as described in the OJEU Contract Notice.
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 7.
Potential Provider	has the meaning in paragraph 6.2.
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 8.2.1.



Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made), as amended from time to time;
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/ ;
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 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 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.