



Crown
Commercial
Service

INVITATION TO TENDER

CROWN TRAVEL AND VENUE SERVICES

REFERENCE NUMBER

RM3735

ATTACHMENT 1

CONTENTS

1.	INTRODUCTION.....	4
2.	THE CONTRACTS AND ENABLING AGREEMENTS.....	5
3.	REQUIREMENTS AND CONTRACT STRUCTURE	8
4.	PROCUREMENT TIMETABLE.....	9
5.	COMPLETING AND SUBMITTING A TENDER.....	9
6.	CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND CONSORTIA) ..	13
7.	QUESTIONS AND CLARIFICATIONS.....	15
8.	OVERVIEW OF THE EVALUATION PROCESS	16
9.	SELECTION STAGE EVALUATION.....	17
10.	AWARD STAGE EVALUATION.....	21
11.	DATA SECURITY ASSESSMENT AWARD QUESTIONNAIRE SECTION C (QUALITY EVALUATION)	28
12.	LIVE DEMONSTRATION (QUALITY EVALUATION).....	29
13.	PRICE EVALUATION.....	29
14.	FINAL DECISION TO AWARD	31
15.	TUPE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006.....	32
16.	GLOSSARY.....	35

ATTACHMENT 2	SELECTION QUESTIONNAIRE GUIDANCE , EVALUATION GUIDANCE AND MARKING SCHEME
ATTACHMENT 3	AWARD QUESTIONNAIRE GUIDANCE , EVALUATION GUIDANCE AND MARKING SCHEME
ATTACHMENT 4	DATA SECURITY SCHEDULE
ATTACHMENT 5	SECURITY PRINCIPLE CONTROL MATRIX
ATTACHMENT 6	TERMS OF PARTICIPATION
ATTACHMENT 7	DECLARATION OF COMPLIANCE
ATTACHMENT 8	CONTRACT 1 SCHEDULE 2: SERVICES PART A; SPECIFICATION OF REQUIREMENTS
ATTACHMENT 9	CONTRACT 2 SCHEDULE 2: SERVICES PART A: SPECIFICATION OF REQUIREMENTS
ATTACHMENT 10	CONTRACT 3 SCHEDULE 2: SERVICES PART A: SPECIFICATION OF REQUIREMENTS

ATTACHMENT 11	CONTRACT 4 SCHEDULE 2: SERVICES PART A: SPECIFICATION OF REQUIREMENTS
ATTACHMENT 12	PRICING MATRIX – CONTRACT 1
ATTACHMENT 13	PRICING MATRIX – CONTRACT 2
ATTACHMENT 14	PRICING MATRIX – CONTRACT 3
ATTACHMENT 15	PRICING MATRIX – CONTRACT 4
ATTACHMENT 16	PICK LIST - CONTRACT 1
ATTACHMENT 17	PICK LIST - CONTRACT 2
ATTACHMENT 18	PICK LIST - CONTRACT 3
ATTACHMENT 19	PICK LIST - CONTRACT 4
ATTACHMENT 20	LIVE DEMONSTRATION DOCUMENT
ATTACHMENT 21	FINANCIAL ASSESSMENT TEMPLATE
ATTACHMENT 22	MISO TEMPLATE
ATTACHMENT 23	NON DISCLOSURE AGREEMENT
ATTACHMENT 24	MASTER CONTRACT TERMS AND CONDITIONS (INCLUDING ENABLING AGREEMENT)
ATTACHMENT 25	PRINTER LIST CONTRACT 1
ATTACHMENT 26	PRINTER LIST CONTRACT 2
ATTACHMENT 27	PRINTER LIST CONTRACT 3
ATTACHMENT 28	IMPLEMENTATION AND GO LIVE SCHEDULE – CONTRACT 1
ATTACHMENT 29	IMPLEMENTATION AND GO LIVE SCHEDULE – CONTRACT 2
ATTACHMENT 30	IMPLEMENTATION AND GO LIVE SCHEDULE – CONTRACT 3
ATTACHMENT 31	IMPLEMENTATION AND GO LIVE SCHEDULE – CONTRACT 4
ATTACHMENT 32	SUSTAINABILITY MI TEMPLATE

1. INTRODUCTION

- 1.1 Welcome to this exciting, new and innovative Procurement which is being managed by Crown Commercial Service and is governed by the new Public Contracts Regulations 2015. Crown Commercial Service is referred to as the Contracting 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 Contracts for Crown Travel and Venue Services, including sharing economy solutions. The Service will comprise of 4 Contracts as detailed in paragraph 3.3. A single Supplier will be awarded for each Contract.
- 1.2 Potential Providers have the opportunity to bid for all or any combination of the Contracts. However, Potential Providers shall only be awarded Contract 1 or Contract 2 or Contract 3. A Potential Provider that has been awarded Contract 1, or Contract 2 or Contract 3 can also be awarded Contract 4. Contract 4 can also be awarded as a separate Contract in its own right. See Paragraph 14 for further information on the process that will be followed if a Potential Provider is the highest ranked Potential Provider in respect of two or more of the processes for Contract 1, Contract 2 or Contract 3.
- 1.3 This Invitation to Tender (ITT) and its Attachments contain the information and instructions that you need to submit a compliant completed Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph or in the glossary at paragraph 16.
- 1.4 Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Tender from this Procurement.
- 1.5 Please also read the Terms of Participation at Attachment 6 as they form part of this ITT and they will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Contracting Authority.
- 1.6 If you are participating in this Procurement as a member of a Consortium or special purpose vehicle, or are using sub-contractors please read the guidance in paragraph 6.
- 1.7 All UK central government bodies (see the OJEU Notice for further information) are currently mandated by Her Majesty's Government (HMG) to purchase their business travel booking Services through a CCS (Contracting Authority) arrangement. Notwithstanding Clause A3.1 of the Contract, the Contracting Authority does not warrant that each Enabling Authority will either a) enter into an Enabling Agreement or b) that even if it signed up to an Enabling Agreement, the Enabling Authority will always use the Contract to purchase the Services (see clause A7.1 of the Contract). Each Contracting Customer(s) will refine its requirements through an Enabling Agreement that will be signed by the Supplier and Contracting Customer(s).
- 1.8 The Contracting 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 Contracting Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. To ensure all communications relating to this Procurement are received, you must ensure that the point of contact you nominate in the e-Sourcing Suite is accurate at all times as the Contracting Authority will not be under any obligation to contact any other point of contact.
- 1.9 The Selection and Award Questionnaires have been designed in the e-Sourcing Suite. Your responses to Selection and Award questions should be completed online. Further information on this can be found in Attachment 2 – Selection Questionnaire Response Guidance, Evaluation and Marking Scheme, Attachment 3 – Award Questionnaire Response Guidance and Evaluation and Marking Scheme Guidance on how to use the e-Sourcing Suite can be found [here](#)
- 1.10.. Information on the required Services in terms of how a Potential Provider inputs its prices can be found within the relevant Pricing Matrix.

- 1.11.. The Contracting Authority has produced 2 levels of data identifying current spend and transaction details broken down by each customer and parent department.
To receive the Level 1 dataset (anonymised) you are required to complete the Non Disclosure Agreement - Attachment 23 and return via the e-Sourcing Suite messaging service. On receiving the completed Non Disclosure Agreement, the Contracting Authority will then send the Level 1 dataset to you via the e-Sourcing Suite.
All dataset 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. An additional level of data (Level 2 dataset) is available to be viewed by Potential Providers. Given the highly sensitive nature of this Level 2 data, will only be able for Potential Providers to view in a controlled environment. The controlled environment will include, but not be limited to zero use of IT/Camera/Phone equipment inside the controlled area. The Level 2 dataset will be available to view on the 8th April 2015 at :

Crown Commercial Service,
9th Floor,
Capital Building,
Liverpool,
L3 9PP

- 1.12.. To view the Level 2 dataset you are required to complete the Non Disclosure Agreement – Attachment 23 and return via the e-Sourcing Suite messaging service by 10am on the 6th April 2015. On receiving the completed Non Disclosure Agreement the Contracting Authority will confirm a time for you to view the Level 2 data on the 8th April 2015 via the e-Sourcing Suite messaging system.
- 1.13.. The Implementation and Go Live Schedules set out indicative implementation start dates and go-live (business as usual) commencement dates for current customers under incumbent arrangements and can be found at Attachment 28 – Contract 1, Attachment 29 – Contract 2, Attachment 30 – Contract 3 and Attachment 31 – Contract 4. Please see the “Supplier Notes” within the Implementation and Go Live Schedules and note that these dates are indicative only and the exact implementation start dates and go-live dates will be confirmed in each Enabling Agreement.
- 1.14.. You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. You must read all the information contained within this ITT and its Attachments on the e-Sourcing Suite thoroughly so that questions or clarifications are not raised unnecessarily.
- 1.15.. The Authority is managing this Procurement as central purchasing body in accordance with Regulation 37 and its general obligations under the Regulations, and specifically in accordance with the open procedure (Regulation 27).

2. THE CONTRACTS AND ENABLING AGREEMENTS

- 2.1 This Procurement will result in the award of four single supplier Contracts to be entered into by the Contracting Authority (acting as central purchasing body) and the Suppliers. Once a Contract has been executed the successful Potential Provider will become the Supplier.
- 2.2 The Contract will enable Contracting Customers (including the Contracting Authority) to avail of the Services provided by the Suppliers for Crown Travel and Venue Services via Enabling Agreements.
- 2.3 The Contract (including the Contract Schedules such as the Enabling Agreement) is available at Attachment 24 on the e-Sourcing Suite. Please review the Contract and Enabling Agreement carefully to understand the rights and obligations it confers on the parties.

- 2.4 The Contract (including Contract Schedules) and Enabling Agreements are non-negotiable, whether during the 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).
- 2.5 Prior to signature of the Contract(s) by the Contracting Authority and the successful Potential Providers, the Contracting Authority shall update the Contract to incorporate any relevant clarification responses, any contracting drafting notes and elements of the successful Tenders including (but not limited to) the successful Potential Providers' prices and the approach to delivering the relevant part(s) of Crown Travel and Venue Services.
- 2.6 The Contracting Authority will manage the overall performance of the Contract by Suppliers and collect Management Information and any Management Charges payable by Suppliers. Information in relation to how the Supplier's performance will be managed can be found in the Contract and Enabling Agreement.
- 2.7 Each of Contracts 1, 2, 3 and 4 include a variation provision that allows for the Contracting Authority to include within the Services for the particular Contract any of the Services under any of the other Contracts being procured under this Procurement. Such a provision would only be utilised by the Authority in circumstances where one of the Contracts, with the Supplier originally awarded the Contract, needed to be terminated by the Authority (e.g. for insolvency). Should such a termination occur, the Authority may request that the relevant Services are provided under one of the other Contracts. The pricing for any Services to be provided in this manner will be based on the original prices for such Services but the Authority acknowledges that some amendments may be required to take into account different arrangements that different Suppliers will have with travel and venue providers. The Authority is under no obligation to require any Services under a terminated Contract to be provided under one of the remaining Contracts and the Supplier, at its option, may elect to provide such terminating Services if requested to do so by the Authority.

2.8 Contracting Customers

- 2.8.1 The Contract will be available for use by Contracting Customers based throughout the whole of the UK, including Northern Ireland, Scotland and Wales. However Potential Providers must note that there will be a requirement for international bookings by the Contracting Customers.
- 2.8.2 The Contracting Customers named in the Implementation and Go Live Schedules, Attachment 28 – Contract 1, Attachment 29 – Contract 2, Attachment 30 – Contract 3 and Attachment 31 – Contract 4 are current users of incumbent arrangements and have at the date of publication signalled that they will use the Contracts awarded pursuant to this Procurement.
- 2.8.3 Other Contracting Customers are likely to use this Crown Travel and Venue Services Contract during the term of the Contract. The Contracting Customers will not necessarily join the same Contract as their parent sponsoring department. A transparent mechanism will be used to determine which Contract offers the best fit and/or value for money based on the travel booking requirements for each Contracting Customer. When the appropriate Contract has been determined by the Contracting Authority (at its sole and absolute discretion), the Contracting Customer will sign an Enabling Agreement with the Supplier appointed to supply Crown Travel and Venue Services for that Contract.
- 2.8.4 Notwithstanding paragraph 2.8.2, the Contracting Authority does not warrant the numbers of Contracting Customers that sign Enabling Agreements.

2.9 The Enabling Process

- 2.9.1 See Clause A3 (Scope of the Contract and Enabling Agreement) of the Contract for further details of the enabling process. Potential Providers shall note that there will be no further competition associated with the resulting Contracts and any Enabling Agreements.
- 2.9.2 All Services received by Contracting Customers will be subject to the Enabling Agreement supplemented as appropriate from services in the relevant pick list.
- 2.9.3 The Contracting Customers will manage the Supplier's operational delivery of their Enabling Agreements.

3. REQUIREMENTS AND CONTRACT STRUCTURE

3.1A detailed description of the Crown Travel and Venue Services that a Supplier will be required to supply for a Contract in which it has been successful is set out at:

- Attachment 8 - Contract 1 Schedule 2: Services Part A: Specification Of Requirements
- Attachment 9 - Contract 2 Schedule 2: Services Part A: Specification Of Requirements
- Attachment 10 - Contract 3 Schedule 2: Services Part A: Specification Of Requirements
- Attachment 11 - Contract 3 Schedule 2: Services Part A: Specification Of Requirements

3.2An overview of the Crown Travel and Venue Services is set out in the OJEU Contract Notice. A copy of the OJEU notice is published at: <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>.

3.3The Services covered by this Procurement have been sub-divided into 4 Contracts, namely:

CONTRACT	DESCRIPTION
Contract 1	Domestic and International Business Travel Booking and Management Services with a 40% or more bespoke offline service. Many bookings are bespoke, complex or multiple requirements as part of one booking
Contract 2	Domestic and International Business Travel Booking and Management Services, where a majority of 90% or above of bookings are made online.
Contract 3	Domestic and International Business Travel Booking and Management Services, where 0% to 89% of bookings are made in an online environment. Within Contract 3 there will also be a number of bookings that have complex or multiple requirements as part of one booking.
Contract 4	The provision of Meeting and Conference Venue Services

3.4Details of the potential value of the Contracts are set out in the OJEU Contract Notice. These values are best estimates and include allowance for the potential for the Contracting Authority to exercise its right to avail of the variation provision as referred to in paragraph 2.7 above.

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 Contracting 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 Contracting Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
30/03/2015	Supplier Workshop (Nottingham)*
31/03/2015	Despatch of the OJEU Contract Notice
31/03/2015	Release of the ITT to all Potential Providers
01/04/2015	Clarification period starts
08/04/2015	Data Set Review Day
23:59.00 BST 16/04/2015	Clarification period closes (" Tender Clarifications Deadline ")
17:00.00 BST 23/04/2015	Deadline for the publication of responses to Tender Clarification questions
23:59.00 BST 30/04/2015	Deadline for submission of Tenders to the Contracting Authority (" Tender Submission Deadline ")
02/06/2015 to 04/06/2015	Live demonstrations
15/06/2015	Intention to award notification issued to successful and unsuccessful Potential Providers.
25/06/2015	10 day Standstill Period (in accordance with Regulation 87) ends at 23:59 BST on this day
26/06/2015	Planned date for award and signature of the Contracts (" Contract Commencement Date ")
29/06/2015	Implementation of first customer. See the Implementation and Go Live Schedules (Attachment 28 – Contract 1, Attachment 29 – Contract 2, Attachment 30 – Contract 3 and Attachment 31 – Contract 4) for a list of implementation dates.

* Any information provided at this event including presentational slides and questions and answers will be published on the eSourcing Suite shortly after the event.

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 document and in its Attachments.

5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.

5.3 The information and documents that you are required to complete and return in order to submit a compliant Tender are:

- Attachment 2 Selection Questionnaire (in the e-Sourcing Suite);
- Attachment 3 Award Questionnaire (in the e-Sourcing Suite);

- Financial Risk Assessment Documents (uploaded as an attachment in the e-Sourcing Suite to SQA4e)
- Security Control Justification Document, Data Security Services Scope Document and Security Management Plan (uploaded as attachments in the e-Sourcing Suite to AQC1b, AQC1c and AQC1d)
- Security Assurance Plan (uploaded as an attachment in the e-Sourcing Suite to AQC2b)
- Any other additional documentation expressly requested in the Selection Questionnaire and Award Questionnaire.

The complete Pricing Matrix applicable to the Contracts that you are tendering for as indicated in SQD2:

- Attachment 12 Pricing Matrix Contract 1 (uploaded as an attachment in the e-Sourcing Suite to PQL1)
- Attachment 13 Pricing Matrix Contract 2 (uploaded as an attachment in the e-Sourcing Suite to PQL2)
- Attachment 14 Pricing Matrix Contract 3 (uploaded as an attachment in the e-Sourcing Suite to PQL3)
- Attachment 15 Pricing Matrix Contract 4 (uploaded as an attachment in the e-Sourcing Suite to PQL4)

5.4 The Contracting Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:

- 5.4.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.
- 5.4.2 You should ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
- 5.4.3 Any incomplete or incorrect submissions may be deemed non compliant, and as a result you may be unable to proceed further in the procurement process.
- 5.4.4 You are strongly advised to allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 5.4.5 For technical guidance on how to complete questions and how to upload any requested attachments please download the Supplier Guidance Documentation [here](#)

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 other than those specifically requested by the Contracting Authority.
 - 5.5.1.2 Any additional documents requested by the Contracting Authority must only be attached at the question level in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Contracting Authority in the question. Any documents must be submitted in the format requested by the Contracting Authority in the question.

5.6 Data Entry

- 5.6.1 A fully compliant Tender must adhere to the following instructions;
- 5.6.1.1 All answers in the Tender must be inserted into the relevant answer box(es) located beneath the relevant question, unless an attachment has been requested. Only information entered into the relevant answer box(es) or as an attachment supplied in accordance with the Contracting 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 requirements accurately and precisely.
 - 5.6.1.4 Where a number of 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.

5.7 Deadline for the submission of Tenders

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

5.8 Uploading and submitting a Tender

- 5.8.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.8.2 All Tenders must be submitted to the Contracting Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.8.3 Elements of a Tender may be opened and submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. Instructions explaining how to formally submit the Tender to the Contracting Authority are located within the e-Sourcing Suite.
- 5.8.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Upon the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any attachments as requested through the e-Sourcing Suite. Tenders cannot be modified by you after the Tender Submission Deadline.
- 5.8.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.8.6 Your Tender must remain valid and capable of acceptance by the Contracting 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 rejection of your Tender.

5.9 Specific Losses

- 5.9.1 The Contracting Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Potential Provider in proceeding with or participating in this Procurement, including if the Procurement process is terminated or amended by the Contracting Authority.
- 5.9.2 The Contracting Authority may disseminate information provided by a Potential Provider that is materially relevant to the Procurement to other Potential Providers subject to:
- 5.9.2.1 any procedures described in the Procurement Documentation for raising questions and/or seeking clarifications; and
 - 5.9.2.2 any duty to protect commercial confidentiality in relation to the information contained within a Response unless such a duty is overridden by a requirement for disclosure under the Freedom of Information Act (FoIA), or the UK Government's requirements on transparency (as detailed within paragraphs 10 and 11 of the Terms Of Participation).
- 5.9.3 On 2nd April 2014 the Government introduced new Government Security Classifications (GSC) scheme to replace the previous Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Potential Providers are encouraged to make themselves aware of the changes and identify any potential impacts in their Tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the Tender process or pursuant to any Contract awarded to you as a result of this Tender process will be subject to the new GSC. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

5.10.. The Contracting Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the GSC. In particular where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the Tender and/or any contracts awarded to you as a result of the Tender process.

5.11.. Cyber Essentials Scheme

- 5.11.1 To be awarded a place on the proposed Framework Agreement successfully it will be essential for the Supplier to meet the requirements of the Cyber Essentials Scheme, introduced in June 2014. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- 5.11.2 The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate, which is also likely to be the cheapest way to demonstrate compliance

- 5.11.3 The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and Cyber Essentials Plus certificates for organisations, has been designed in consultation with SMEs, including the Federation for Small Business, to be 'light-touch' and achievable at low cost. The two options give organisations a choice over the level of assurance they wish to gain and the cost of doing so. This scheme offers the right balance between providing additional assurance of an organisation's commitment to implementing cyber security to third parties, while retaining a simple and low cost mechanism for doing so.
- 5.11.4 For the avoidance of doubt, no agreement will be signed with any awarded Supplier who does not demonstrate that the Cyber Essentials requirements are met in full. Please note that it will NOT be acceptable to submit a completed Cyber Essentials Common Questionnaire as evidence of the requirements being met, in the absence of appropriate verification by an independent Certification Body acceptable to the Authority.
- 5.11.5 Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

6. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND CONSORTIA)

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Contracting Authority's minimum requirements for legal, economic and technical capacity, as set out in the Selection Questionnaire, will be satisfied. This means the Contracting Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Tender must be completed in the name and 'voice' of the economic operator as defined in the Regulations, or in the case of a Consortium the economic operators, that (subject to paragraph 6.6 below) will ultimately enter into a Contract with the Contracting Authority and therefore assumes liability for performance of the Contract.
- 6.3 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 Services through the Contract, whether 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.
- 6.4 The Contracting Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Consortium or sub-contracting elements of their obligations. Where one of these approaches is adopted the following guidance set out in this paragraph must be followed.

6.5 Sub-contracting proposals

- 6.5.1 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 Services in accordance with the requirements of the question and the Contract you must inform the Contracting Authority in your Tender. Any Potential Provider using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s) in the Selection Questionnaire and with whom the Contracting Authority will contract if successful.
- 6.5.2 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on a sub-contractor, the name of the

particular sub-contractor and explain the sub-contractor's capability and experience as the context of the question requires.

- 6.5.3 The Contracting Authority does not require all sub-contractors be disclosed. It only requires a Potential Provider to disclose those sub-contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Contract (including under any Enabling Agreement). There is no need to specify those sub-contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Potential Provider to perform the Contract. For example if the Contracting Authority requires a Supplier to hold a particular licence, for example ATOC licence – then the Potential Provider may indicate that 'XYZ Co' (eg. Trainline) holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor 'XYZ Co'.
- 6.5.4 For the purposes of this Tender, the Potential Provider is **NOT** required to submit a list of third party providers including, but not limited to, individual hotels, airlines and train operating companies.

6.6 Consortium proposals

- 6.6.1 If a Consortium wishes 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 including any Enabling Agreement.
- 6.6.2 Please note that, in accordance with Regulation 19(6) of the Regulations, the Contracting Authority may require the Consortium to assume a specific legal form for the purpose of concluding the Contract. In this case, the Contracting Authority is also likely to require the members of the Consortium to nominate a guarantor for the single legal entity's performance of the Contract.
- 6.6.3 The Consortium should nominate a Lead Contact to lead the bidding process. If the Consortium plans to collaborate on a joint and several basis, then the Consortium should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Consortium.
- 6.6.4 The Lead Contact should complete question SQA3b of Attachment 2 Selection Questionnaire to provide details of the members of the proposed Consortium who will be jointly responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Consortium.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Consortium to demonstrate the Consortium's ability to provide the Services in accordance with the requirements of the ITT and the Contract, it must inform the Contracting Authority in its Tender.
- 6.6.6 The Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Consortium, the name of the particular member and explain the member's 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 Consortium and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you

should contact the Contracting Authority at the earliest opportunity in accordance with paragraph 7.

6.8 Changes to the contracting arrangements

- 6.8.1 The Contracting Authority recognises that arrangements in relation to Consortia and sub-contracting may be subject to occasional change. You should therefore respond in the light of such arrangements as are currently envisaged. You are reminded that any future change in relation to the Consortium membership and sub-contracting arrangements must be notified to the Authority at the earliest opportunity. The Authority will make a further assessment of the Tender by applying the selection criteria and/or award criteria to the new information provided.
- 6.8.2 If you are awarded a Contract, any changes to arrangements in relation to Consortia and sub-contracting which are made following the award will be dealt with in accordance with the Contract.

6.9 Declaration of Compliance

- 6.9.1 The Contracting Authority requires you to confirm within question SQC2b of the Selection Questionnaire that each sub-contractor and/or Consortium member named in the Tender has read, understood and complied with the statements contained within Attachment 7 - Declaration of Compliance Part B. This provides the Contracting Authority with assurance that statements made by or in relation to the sub-contractors and/or Consortium members are accurate and that they have participated in this Procurement in accordance with the terms of the ITT and the Terms of Participation in Attachment 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 as set out in paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 The Contracting Authority will not enter into exclusive discussions regarding the requirements of this Procurement with you.
- 7.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Contracting Authority will publish all its responses to questions raised by you.
- 7.4 All responses to your questions will be published by the Contracting Authority in a "Questions and Answers" document, which will be available in the "Attachments" section of the e-Sourcing Suite.
- 7.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately two to four working day) intervals. The Contracting Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, before the deadline for the publication of responses to Tender Clarification questions (see Procurement Timetable set out in paragraph 4).
- 7.6 If you wish to ask a question or seek clarification without the Contracting Authority revealing the question and the answer on the e-Sourcing Suite, then you must notify the Contracting Authority and provide your justification for withholding the question and any response. If the Contracting Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Contracting Authority will invite you to decide whether:
- (a) the question/clarification and the response should in fact be published;

or

- (b) you wish to withdraw the question/clarification.

7.7 The Contracting Authority may contact you at any time, both during the Procurement and post Contract Award with information, or with directions which require your action.

7.8 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 Contracting Authority. Answers to such questions may contain important information that may affect how you complete your Tender.

8. OVERVIEW OF THE EVALUATION PROCESS

8.1 Paragraphs 9 to 13 below set out and explain the procedure, stages and process by which the Contracting Authority will assess your Tender. The evaluation procedure is divided into two key stages;

8.1.1 **Selection Stage evaluation** - The Contracting Authority will assess responses to the Selection Questionnaire in accordance with paragraph 9 below ("**Selection Stage**").

8.1.2 **Award Stage evaluation** - The Contracting Authority will assess responses to the Award Questionnaire, Live Demonstration and Prices Matrices in accordance with paragraphs 10 to 13 below ("**Award Stage**")

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

8.3 Consensus Marking Procedure

8.3.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at the Selection and Award Stages.

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

8.3.2.1 independent evaluation; and

8.3.2.2 group consensus marking.

8.3.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by 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.

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

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

8.3.4.2 The consensus manager will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus manager will facilitate discussion

among the evaluators regarding the marks awarded and the related justifications.

- 8.3.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant 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.
- 8.3.4.4 The consensus manager will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.
- 8.3.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 8.3.4.6 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus manager to ensure no further modifications are made to the consensus marks and justifications.

9. SELECTION STAGE EVALUATION

9.1 The information submitted in response to the Selection Questionnaire will enable the Contracting Authority to consider your legal, economic and technical capacity. Some of the information provided in response to the Background Questions as contained in the Selection Questionnaire at Attachment 2 will be taken into account for the purposes of considering your financial standing (see Stage 2 below). If you FAIL to respond comprehensively and accurately to the Background Questions, your Tender may be deemed non-compliant. The Contracting Authority reserves the right to exclude non-compliant Tenders from further evaluation in the Procurement.

9.2 Stage 1 – Compliance

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

9.3 Stage 2 – Selection Questionnaire Section A- Background Questions

- 9.3.1 The information you submit in response to the Background Questions will be used to carry out an assessment of your economic and financial standing. If in response to the Background Questions, you indicate that you wish your financial risk assessment to be carried out in respect of a guarantor, the Authority will perform an assessment of the guarantor's economic and financial standing in accordance with this paragraph 9.3.
- 9.3.2 The Contracting Authority will use a credit reference agency (Experian) to request a detailed financial report based on the information provided in response to the Background Questions.
- 9.3.3 In addition, the Contracting Authority will 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 guarantor (as the case may be):
 - 9.3.3.1 a statement of your turnover profit and loss account and cash flow for the most recent year of trading;
 - 9.3.3.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 9.3.3.3 an alternative means of demonstrating financial status if trading for less than a year.

- 9.3.4 The Contracting Authority will use the information described in paragraph 9.3.3 in addition to the detailed Experian report (where available) described at 9.3.2 to assess whether your organisation's or your guarantor's financial risk is average or better. This will be performed using the Contracting Authority's financial assessment template a copy for information only can be found at Attachment 21 – Financial Assessment Template which covers a range of financial risk indicators, similar to those used by credit reference agencies.
- 9.3.5 If the Contracting Authority then determines (in accordance with paragraph 9.3.4) that the financial risk is determined as being average or better, you will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 9.3.6 If the Contracting Authority determines (in accordance with paragraph 9.3.4) that the financial risk is determined as being above (i.e. worse than) average, then (subject to 9.3.7 below) the Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.
- 9.3.7 If the Contracting Authority carries out a financial risk assessment on your organisation and its financial risk is determined as being above (i.e. worse than) average and you did not indicate that a guarantee will be provided, the Contracting Authority may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor the Contracting Authority will undertake the steps at paragraphs 9.3.2 to 9.3.6 above in respect of the guarantor; please note that the Contracting Authority will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'.
- 9.3.8 If you are bidding as a Consortium the assessment of economic and financial standing will be carried out in respect of each member of the Consortium. If one or more member of the Consortium fails this assessment then the entire Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.
- 9.3.9 Where the Potential Provider has relied on a guarantor to pass the financial standing requirements as set out in this paragraph 9.3, the Authority may require the Potential Provider's agreement to provide a deed of guarantee executed by the guarantor in the event that the Potential Provider is awarded a Contract...

9.4 Stage 3 - Selection Questionnaire SQA5 and Section B – Grounds for Rejection

- 9.4.1 Responses to SQA5 and all questions in Section B Grounds for Rejection shall be assessed in accordance with the guidance set out within those questions. See the Selection Questionnaire Attachment 2 for further information about how responses to these questions will be assessed.

9.5 Stage 4 - Selection Questionnaire Section C – Terms of Participation & Compliance

- 9.5.1 Question SQC1 requires confirmation that you have read, understood and will comply with the Terms of Participation without caveats or limitations as published in Attachment 6. Question SQC1 is a PASS/FAIL question. If you FAIL to select option 'YES', you will be unable to continue in the Procurement.
- 9.5.2 Question SQC2a and SQC2b require confirmation that you have read, understood and will comply with the statements contained within Attachment 7 (Declaration of Compliance). SQC2b is relevant only for those Tenders which include sub-contractors and Consortium

members however all Potential Providers must answer every question. There is an option to select '**N/A**' for those Tenders for which sub-contractors and consortium members are not applicable.

- 9.5.3 Question SQC2a and SQC2b are PASS/FAIL questions. If you FAIL to select option '**YES**' for Question SQC2a or '**YES**' or '**N/A**' for Question SQC2b you will be unable to continue in the Procurement.

9.6 Stage 5 – Selection Questionnaire Section D – Contract Specifics

- 9.6.1 If a Potential Provider is unable to answer '**YES**' to questions SQD1, SQD7, SQD9 and SQD10 then their Tender will be rejected and will be unable to continue in this procurement.
- 9.6.2 If a Potential Provider is unable to answer '**YES**' or '**N/A**' to questions SQD3a, SQD3c, SQD4a, SQD8 then their Tender will be rejected and will be unable to continue in this procurement.
- 9.6.3 If a Potential Provider is unable to answer '**YES**' or '**NO BUT WILL HAVE IN PLACE**' to questions SQD6a, then their Tender may be rejected and may be unable to continue in the Procurement.

9.7 Stage 6 - Selection Questionnaire Section E Technical and Professional Ability

- 9.7.1 Evaluators will assess responses to the questions in Section E and award a 'PASS' or a 'FAIL' based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2.
- 9.7.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 9.7.3 If, following completion of the Consensus Marking Procedure any response to a question in Section E is determined to constitute a 'FAIL', the Tender will not proceed to evaluation at the Award Stage for that particular Contract and will be disqualified from further consideration for the purposes of that Contract within this Procurement.

9.8 Selection of Tenders for the Award Stage evaluation

- 9.8.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
- 9.8.1.1 PASS the compliance check at Stage 1 above;
 - 9.8.1.2 meet the financial standing requirement at Stage 2 above; and
 - 9.8.1.3 are not excluded at Stage 3 above; and
 - 9.8.1.4 achieve a 'PASS' to all the questions in Stage 4, 5 and 6 as detailed above,
- will proceed to the Award Stage evaluation. All other Tenders will be disqualified from further consideration for the purposes of this Procurement.

9.9 Selection Stage – Evaluation Summary Table

Section A - Background Questions			
SQA1a	Organisation Details	Compliance	
SQA1b	VAT Registration Number	Compliance	
SQA1c	Trading Name	Compliance	
SQA1d	Type of Organisation	Compliance	
SQA1e	Other Type of Organisation	Compliance	

SQA1f	Organisation Size	Compliance	
SQA1g	Parent Company and Parent Company Registration Number	Compliance	
SQA2	Organisation History	Compliance	
SQA3a	Consortia, Special Purpose Vehicles and Subcontracting	Compliance	
SQA3b	Consortia and Special Purpose Vehicles – Membership	Compliance	
SQA3c	Consortia and Special Purpose Vehicles – Governance	Compliance	
SQA3d	Consortia Special Purpose Vehicles – Other Bids	Compliance	
SQA3e	Sub-Contracting – Details	Compliance	
SQA3f	Sub-Contracting – Other Bids	Compliance	
SQA4	Financial Risk Assessment	Compliance	
SQA5	Tax Compliance	Compliance	
SQA6	Non UK Businesses	Information only	
Section B - Grounds for Exclusion			
SQB1	Grounds for Mandatory Exclusion (ineligibility)	Compliance	
SQB2	Discretionary Grounds for Exclusion	Compliance	
SQB3a	Conflict of Interest	Compliance	
SQB3b	Self-cleaning	Compliance	
Section C - Terms of Participation and Compliance			
SQC1	Terms of Participation	Evaluation	Pass/Fail
SQC2	Declaration of Compliance	Evaluation	Pass/Fail

Section D - Contract Specifics			
SQD1	Contract Terms and Conditions	Evaluation	Pass/Fail
SQD2a	Contracts	Information only	
SQD2b	Contracts – Order of Preference	Information only	
SQD3a	Accreditation with the International Air Transport Association (IATA)	Evaluation	Pass/Fail
SQD3b	Travel Industry Designator Service (TIDS) Accreditation with the International Air Transport Association (IATA)	Evaluation	Pass/Fail
SQD4	Accreditation with the Association of Train Operating Companies (ATOC)	Evaluation	Pass/Fail
SQD5	Membership of Trade and Professional Associations - Other	Information only	
SQD6	Assurance Management Systems	Evaluation	Pass/Fail
SQD7	Cyber Essentials Scheme	Evaluation	Pass/Fail
SQD8	Employer's Liability Insurance	Evaluation	Pass/Fail
SQD9	Public Liability Insurance	Evaluation	Pass/Fail
SQD10	Professional Indemnity Insurance	Evaluation	Pass/Fail
Section E – Technical and Professional Ability (CONTRACT 1, CONTRACT 2 and/or CONTRACT 3 and CONTRACT 4)			
SQE1 (i) -(iv)	Previous Experience and Comparable Contracts – Contract 1	Evaluation	Pass/Fail
SQE2 (i) -(iv)	Previous Experience and Comparable Contracts – Contracts 2 and / or 3	Evaluation	Pass/Fail
SQE3 (i) -(iv)	Previous Experience and Comparable Contracts – Contract 4	Evaluation	Pass/Fail

10. AWARD STAGE EVALUATION

10.1..Tenders successfully passing the Selection Stage evaluation as described in paragraph 9 will be subject to the Award Stage evaluation. The Award Stage evaluation will comprise of:

- 10.1.1 an evaluation of Potential Providers' answers to the Award Questionnaire Sections A and B ("**Quality Evaluation**"). Potential Providers should note that Tenders must achieve or exceed the Minimum Quality Threshold to proceed to the next stage of the evaluation;
- 10.1.2 an assessment of Potential Providers answers to the Award Questionnaire Section C. ("**Data Security Assessment**"). Potential Providers should note that Tenders which FAIL to complete responses to the questions (as detailed in paragraph 11 of this ITT) will be rejected and disqualified from further participation in this Procurement;

10.1.3 the Live Demonstration verification process, where Potential Providers are submitting Tender Responses for Contracts 1, 2 or 3 only (**“Live Demonstration Process”**); and

10.1.4 an evaluation of Potential Providers’ price proposals as set out in completed Pricing Matrix (**“Price Evaluation”**) in accordance with the Price Evaluation process.

10.2.. The Quality v Price weighting split per contract is a as follows:

	Quality Evaluation %	Price Evaluation %	Maximum Possible Score
Contract 1	50	50	100
Contract 2	40	60	100
Contract 3	40	60	100
Contract 4	40	60	100

10.3.. Potential Providers

10.3.1 that have tendered for Contract 1, Contract 2 or Contract 3 and who achieve the Minimum Quality Threshold and a PASS for the Live Demonstration; and/or

10.3.2 that have tendered for Contract 4 and who achieve the Minimum Quality Threshold;

will be taken forward to the Price Evaluation process.

10.4.. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider(s) who offers the most economically advantageous Tender for each of the four Contracts will be awarded a Contract (a single Supplier per Contract) as described further in paragraph 14 below.

10.5.. Quality Evaluation Process

10.5.1 The questions in Section A of the Award Questionnaire are assessed on a PASS/FAIL basis. If you receive a ‘FAIL’ for any of these questions your Tender will be rejected and disqualified from further participation in this procurement.

10.5.2 The evaluation of each of the scored questions in Section B of the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.

10.5.3 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
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

10.5.4 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a fraction of the Maximum Score Available for that question.

10.5.5 To proceed to the next stage of the evaluation:

- 10.5.5.1 Potential Providers bidding for Contract 1 must achieve a 'PASS' for all mandatory questions AQA1 to AQA18.
- 10.5.5.2 Potential Providers bidding for Contract 2 must achieve a 'PASS' for all mandatory questions AQA19 to AQA40
- 10.5.5.3 Potential Providers bidding for Contract 3 must achieve a 'PASS' for all mandatory questions AQA41 to AQA64.
- 10.5.5.4 Potential Providers bidding for Contract 4 must achieve a 'PASS' for all mandatory questions AQA65 to AQA79.
- 10.5.5.5 All Potential Providers must achieve or exceed the Minimum Quality Threshold of a "Total Mark" of 360. Potential Providers who receive a "Total Mark" of less than 360 will be deemed as having failed in this procurement and the Tender will be rejected and disqualified from further participation in this Procurement

See worked example in the table below for **Contract 1**:

Question Number	Subject	Question Sub-Weighting	Mark	Weighted Score
AQB1	Implementation	15%	50	7.50
AQB2	Contract Management and Management Information	10%	100	10.00
AQB3	Business Continuity and Crisis management	10%	100	25.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQB5	Sustainability and Environmental Impact	10%	50	5.00
AQB6	Invoicing and Payment	10%	100	10.00
AQB7	Resources	10%	100	10.00
AQB8	Programme management and Continuous Improvement	10%	25	2.50
AQB9	Service Access and Capability	15%	50	7.50
Total Mark			625	
Total weighted score multiplied by 50% Quality				41.25
Quality Score				41.25

See worked example in the table below for **Contracts 2 and 3**:

Question Number	Subject	Question Sub-Weighting	Mark	Weighted Score
AQB1	Implementation	15%	50	7.5
AQB2	Contract Management and Management Information	10%	100	10.00
AQB3	Business Continuity and Crisis management	10%	100	25.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQB5	Sustainability and Environmental Impact	10%	50	5.00
AQB6	Invoicing and Payment	10%	100	10.00
AQB7	Resources	10%	100	10.00
AQB8	Programme management and Continuous Improvement	10%	25	2.50
AQB9	Service Access and Capability	15%	50	7.50
Total Mark			625	
Total weighted score multiplied by 40% Quality				33.00
Quality Score				33.00

See worked example in the table below for **Contract 4**:

Question Number	Subject	Question Sub-Weighting	Mark	Weighted Score
AQB1	Implementation	15%	50	7.50
AQB2	Contract Management and Management Information	10%	100	10.00
AQB3	Business Continuity and Crisis management	10%	100	25.00
AQB4	Complaints Handling and Resolution	10%	50	5.00
AQB5	Sustainability and Environmental Impact	10%	50	5.00
AQB6	Invoicing and Payment	10%	100	10.00
AQB7	Resources	10%	100	10.00
AQB8	Programme management and Continuous Improvement	10%	25	2.50
AQB10	Service Access and Capability	15%	50	7.50
Total Mark			625	
Total weighted score multiplied by 40% Quality				33.00
Quality Score				33.00

10.6.. Overview of Quality Evaluation Criteria and Weightings

- 10.6.1 The questions set out in Section A – Mandatory Requirements of the Award Questionnaire (Attachment 3 – Award Questionnaire Response Guidance, Evaluation and Marking Scheme) are assessed on a PASS/FAIL basis.
- 10.6.2 Potential Providers bidding for Contract 1 must answer questions AQA1 through to AQA18. If the Potential Provider receives a FAIL for any of the questions AQA1 through to AQA18 they will be rejected from further participation in this Procurement
- 10.6.3 Potential Providers bidding for Contract 2 must answer questions AQA19 through to AQA40. If the Potential Provider receives a FAIL for any of the questions AQA19 through to AQA40 they will be rejected from further participation in this Procurement
- 10.6.4 Potential Providers bidding for Contract 3 must answer questions AQA41 through to AQA64. If the Potential Provider receives a FAIL for any of the questions AQA41 through to AQA64 they will be rejected from further participation in this Procurement
- 10.6.5 Potential Providers bidding for Contract 4 must answer questions AQA65 through to AQA79. If the Potential Provider receives a FAIL for any of the questions AQA65 through to AQA79 they will be rejected from further participation in this Procurement
- 10.6.6 The questions set out in Section B (AQB1 to AQB8) –Scored Questions - All Contracts, are to be completed by all Potential Providers irrespective of the Contract(s) they are bidding for.
- 10.6.7 The question set out in Section B (AQB9) – Contract 1, Contract 2 and Contract 3 Only Specific Question is to be completed by those Potential Providers wishing to bid for Contract 1, 2 and/or 3.
- 10.6.8 The question set out in Section B (AQB10) – Contract 4 Only Specific Question is to be completed by those Potential Providers wishing to bid for Contract 4.

10.6.9 The questions set out in Section C (AQC1 and AQC2) Data Security Questions, are to be completed by all Potential Providers irrespective of the Contract they are bidding for.

10.7.. Award Stage – Evaluation Summary Table

SECTION	QUALITY CRITERIA	MAXIMUM SCORE AVAILABLE	Weighting (%)
Questionnaires			
Section A	Mandatory Questions		
Contract 1 – Mandatory Questions and Marking Scheme			
AQA1	Security	PASS / FAIL	N/A
AQA2	Implementation & Go Live	PASS / FAIL	N/A
AQA3	Online Booking System and Offline Service Access and Capability	PASS / FAIL	N/A
AQA4	Ticketing Options and Booking Confirmation	PASS / FAIL	N/A
AQA5	Booking Amendments, Exchanges, Cancellations and Refunds	PASS / FAIL	N/A
AQA6	Payments and Invoicing	PASS / FAIL	N/A
AQA7	Account Management	PASS / FAIL	N/A
AQA8	Management Information and Data Reporting	PASS / FAIL	N/A
AQA9	Complaints Procedure	PASS / FAIL	N/A
AQA10	Sustainability and Environmental Impact	PASS / FAIL	N/A
AQA11	Business Continuity and Crisis Management	PASS / FAIL	N/A
AQA12	Assurance Management System	PASS / FAIL	N/A
AQA13	Transition and Exit Management	PASS / FAIL	N/A
AQA14	Additional Process Requirements	PASS / FAIL	N/A
AQA15	International Vehicle Hire	PASS / FAIL	N/A
AQA16	Airport, Railway Station Parking	PASS / FAIL	N/A
AQA17	Feedback	PASS / FAIL	N/A
AQA18	Contract Access	PASS / FAIL	N/A
Contract 2 – Mandatory Questions and Marking Scheme			
AQA19	Security	PASS / FAIL	N/A
AQA20	Implementation and Go Live	PASS / FAIL	N/A
AQA21	Online Booking System and Offline Service Access and Capability	PASS / FAIL	N/A
AQA22	Ticketing Options and Booking Confirmation	PASS / FAIL	N/A
AQA23	Booking Amendments, Exchanges, Cancellations and Refunds	PASS / FAIL	N/A
AQA24	Payments and Invoicing	PASS / FAIL	N/A

AQA25	Account Management	PASS / FAIL	N/A
AQA26	Management Information and Data Reporting	PASS / FAIL	N/A
AQA27	Complaints Procedure	PASS / FAIL	N/A
AQA28	Sustainability and Environmental Impact	PASS / FAIL	N/A
AQA29	Business Continuity and Crisis Management	PASS / FAIL	N/A
AQA30	Assurance Management System	PASS / FAIL	N/A
AQA31	Transition and Exit Management	PASS / FAIL	N/A
AQA32	Additional Process Requirements	PASS / FAIL	N/A
AQA33	Visa, Passport and Currency Services	PASS / FAIL	N/A
AQA34	Airport, Railway Station and Port Parking	PASS / FAIL	N/A
AQA35	Other Requirements including Bus / Public Transport, Coach Tickets and Coach Hire with Driver	PASS / FAIL	N/A
AQA36	Ferry Bookings	PASS / FAIL	N/A
AQA37	Taxi Bookings	PASS / FAIL	N/A
AQA38	Executive Services	PASS / FAIL	N/A
AQA39	Feedback	PASS / FAIL	N/A
AQA40	Contract Access	PASS / FAIL	N/A
Contract 3 – Mandatory Questions and Marking Scheme			
AQA41	Security	PASS / FAIL	N/A
AQA42	Implementation and Go Live	PASS / FAIL	N/A
AQA43	Online Booking System and Offline Service Access and Capability	PASS / FAIL	N/A
AQA44	Ticketing Options and Booking Confirmation	PASS / FAIL	N/A
AQA45	Booking Amendments, Exchanges, Cancellations and Refunds	PASS / FAIL	N/A
AQA46	Payments and Invoicing	PASS / FAIL	N/A
AQA47	Account Management	PASS / FAIL	N/A
AQA48	Management Information and Data Reporting	PASS / FAIL	N/A
AQA49	Complaints Procedure	PASS / FAIL	N/A
AQA50	Sustainability and Environmental Impact	PASS / FAIL	N/A
AQA51	Business Continuity and Crisis Management	PASS / FAIL	N/A
AQA52	Assurance Management System	PASS / FAIL	N/A
AQA53	Transition and Exit Management	PASS / FAIL	N/A
AQA54	Additional Process Requirements	PASS / FAIL	N/A
AQA55	Air Chartering	PASS / FAIL	N/A
AQA56	Visa, Passport and Currency Services	PASS / FAIL	N/A

AQA57	Airport, Railway Station and Port Parking	PASS / FAIL	N/A
AQA58	Other Requirements including Bus / Public Transport, Coach Tickets and Coach Hire with Driver	PASS / FAIL	N/A
AQA59	Ferry Bookings	PASS / FAIL	N/A
AQA60	Taxi Bookings	PASS / FAIL	N/A
AQA61	Executive Services	PASS / FAIL	N/A
AQA62	Flexi-Travel Scheme For Home Civil Servants on Overseas Postings	PASS / FAIL	N/A
AQA63	Feedback	PASS / FAIL	N/A
AQA64	Contract Access	PASS / FAIL	N/A
Contract 4 – Mandatory Questions and Marking Scheme			
AQA65	Security	PASS / FAIL	N/A
AQA66	Implementation and Go Live	PASS / FAIL	N/A
AQA67	Offline Service(s) Access and Capability and Online Service Development	PASS / FAIL	N/A
AQA68	Venue Management	PASS / FAIL	N/A
AQA69	Booking Confirmation	PASS / FAIL	N/A
AQA70	Booking Amendments, Cancellations and Refunds	PASS / FAIL	N/A
AQA71	Payments and Invoicing	PASS / FAIL	N/A
AQA72	Account Management	PASS / FAIL	N/A
AQA73	Management Information and Data Reporting	PASS / FAIL	N/A
AQA74	Complaints Procedure	PASS / FAIL	N/A
AQA75	Sustainability and Environmental Impact	PASS / FAIL	N/A
AQA76	Business Continuity and Crisis Management	PASS / FAIL	N/A
AQA77	Assurance Management System	PASS / FAIL	N/A
AQA78	Transition and Exit Management	PASS / FAIL	N/A
AQA79	Contract Access	PASS / FAIL	N/A
SECTION B - Scored Questions (ALL CONTRACTS)		Marking Scheme	Weighting (%)
AQB1	Implementation	100/75/50/25/0	15%
AQB2	Contract Management and Management Information	100/75/50/25/0	10%
AQB3	Business Continuity and Crisis Management	100/75/50/25/0	10%
AQB4	Complaints Handling and Resolution	100/75/50/25/0	10%
AQB5	Sustainability and Environmental Impact	100/75/50/25/0	10%

AQB6	Invoicing and Payments	100/75/50/25/0	10%
AQB7	Resources	100/75/50/25/0	10%
AQB8	Programme Management and Continuous Improvement	100/75/50/25/0	10%
CONTRACT 1, CONTACT 2 AND CONTRACT 3 ONLY SPECIFIC QUESTION			
AQB9	Service Access and Capability	100/75/50/25/0	15%
CONTRACT 4 ONLY SPECIFIC QUESTION			
AQB10	Service Access and Capability	100/75/50/25/0	15%
DATA SECURITY SPECIFIC QUESTIONS – ALL CONTRACTS			
AQC1	Application of Security Principles	For information only	See paragraph 11.7 below
AQC2	Secure Through Life Delivery Of Security Principles	Form information only	See paragraph 11.7 below

11. DATA SECURITY ASSESSMENT AWARD QUESTIONNAIRE SECTION C (QUALITY EVALUATION)

11.1.. Potential Providers are required to complete Section C of the Award Questionnaire “Data Security Principle and Control Matrix”. Failure to do so may result in your Tender being rejected and you may be disqualified from further participation in this procurement.

11.2.. The information you submit in Section C of the Award Questionnaire is for information only and will enable the Authority to consider your proposals for providing a secure service to meet the HMG Business Requirements.

11.3.. The Data Security Assessment comprises of two Data Security Questions AQC1 and AQC2:

11.3.1 Question AQC1: Data Security: Application of Security; and

11.3.2 Question AQC2 – Secure Through Life Delivery of Security Principles.

11.4.. If a Potential Provider is unable to provide answers to questions AQC1 and AQC2 then the Contracting Authority reserves the right to reject their Tender and they will be unable to continue in this procurement.

11.5.. Data Security Question AQC1 – Application of Security Principles

11.5.1 The information you submit to answer question AQC1 will enable the Contracting Authority to assess your response to effectively apply the Security Principles and deliver the associated Data Security Implementation Objectives.

11.6.. Data Security Questions AQC2 – Secure Through Life Delivery of Security Principles

11.6.1 The information you submit to answer question AQC2 will enable the Contracting Authority to assess your response to effectively demonstrate the implementation and sustainment through-life of the security control to demonstrate the application of security principles and inform the Contracting Authority's risk management decision making processes.

11.7.. Following the Data Security Assessment Stage, only those Potential Providers whose Tenders:

- 11.7.1 complete all questions requirements in relation to AQC1 and AQC2 Security Questionnaire Section C above and submit the required attachments, will proceed to the Live Demonstration Stage (as described in paragraph 12).

12. LIVE DEMONSTRATION STAGE (QUALITY EVALUATION)

- 12.1.. The Live Demonstration is a verification process whereby Potential Providers are able to demonstrate to the Contracting Authority through a series of scenarios, full compliance with the mandatory Online Booking System requirements, as prescribed in Contract 1, 2 and 3 Specifications (Attachment 20 - Live Demonstration Document).
- 12.2.. Details of the Live Demonstration scenarios will be provided to the Potential Providers invited to participate in this process.
- 12.3.. All Potential Providers who achieve a PASS for all of the requirements of the Live Demonstration Output Document which can be found at Attachment 20 - Live Demonstration Document will be taken forward to the Price Evaluation set out in paragraph 13 (Price Evaluation Process). Potential Providers who do not achieve a PASS for any one or more of the requirements of the Live Demonstration Output Document will be excluded from the procurement.
- 12.4.. The Live Demonstration will not apply to Tenders submitted for Contract 4 only.

13. PRICE EVALUATION

13.1.. Price Commercial Model

- 13.1.1 The Potential Provider must complete the relevant Pricing Matrix in accordance with the instructions therein.
- 13.1.2 The Potential Provider must ensure that the prices within the relevant Pricing Matrix are:
- 13.1.2.1 sustainable in relation to the requirements over the stated Contract duration;
 - 13.1.2.2 reflective of the Supplier being able to retain Booking Fees and Commissions in accordance with Clause A12.3 (Booking Fees and Commissions) of the Contract; and
 - 13.1.2.3 inclusive of operating overhead costs and profit.

13.2.. Price Evaluation Process

- 13.2.1 The prices submitted in the eSourcing Suite by Potential Providers (that have not been excluded during the Selection Stage or Quality Evaluation) will be evaluated in accordance with the process set out in this paragraph 13.

Completing the Pricing Matrix

- 13.2.2 The Potential Provider is required to enter a numerical figure in ALL of the required fields within the relevant Pricing Matrix for the Contract you are bidding for.
- 13.2.3 Potential Providers must submit a completed relevant Pricing Matrix for the Contract they are bidding for, as an attachment when submitting its Tender response. Potential Providers must ensure that its name is on the attachment for example for Contract 4 "Pricing Matrix Contract 4_[insert your organisation name]"
- 13.2.4 Where Potential Providers intend to offer a service free of charge they must enter '0.00' into the relevant Pricing Matrix. Whilst Potential Providers are permitted to zero rate certain line items, they are reminded that the Contracting Authority has the discretion to exclude abnormally low tenders in accordance with Regulation 69 of the Public Contracts Regulation 2015.
- 13.2.5 Failure to upload the relevant Pricing Matrix in response to each Contract you are bidding for may deem your Tender non-compliant and disqualify you from further participation in this Procurement.

Price Score Calculation

- 13.2.6 The prices submitted for each line item within the Pricing Matrix will automatically be added together within the Pricing Matrix, resulting in "Your Total Bid Price (Price x Weighting)" ("**Total Bid Price**") i.e. the sum of all submitted prices as weighted against the relevant weighting per line item..
- 13.2.7 The Potential Provider that submits the lowest Total Bid Price for a Contract will receive the full Price Score available and all other Potential Providers will receive a Price Score according to the following formulas:

Contract 1:

$$\text{Price Score} = \frac{\text{Lowest 'Total Bid Price' Tendered}}{\text{Potential Providers Tender Bid Price}} \times 50 \text{ Maximum Score Available}$$

Contracts 2, 3 and 4:

$$\text{Price Score} = \frac{\text{Lowest 'Total Bid Price' Tendered}}{\text{Potential Providers Tender Bid Price}} \times 60 \text{ Maximum Score Available}$$

13.3.. Final Score

- 13.3.1 Rounding of calculations undertaken in the Price Evaluation process in this Procurement will be calculated to two decimal places using Excel
- 13.3.2 The Quality Score awarded received by a Potential Provider for a Contract will be added to its Price Score for the same Contract to determine its final score for that Contract ("Final Score") and ranked

according to highest Final Score (highest Final Score equals highest ranked Potential Provider.

Worked Examples:

Contract 1	Quality Score Maximum Score 50	Price Score Maximum Score 50	Final Score Maximum Score 100
POTENTIAL PROVIDER A	41.25	40.25	81.50
POTENTIAL PROVIDER C	35.00	48.25	83.25
Contract 2, 3 and 4	Quality Score Maximum Score 40	Price Score Maximum Score 60	Final Score Maximum Score 100
POTENTIAL PROVIDER B	33.00	56.25	89.25
POTENTIAL PROVIDER D	33.00	50.50	83.50

14. FINAL DECISION TO AWARD

14.1.. In accordance with the evaluation process set out in this ITT, the Potential Provider that offers the most economically advantageous tender (assessed in terms of the highest Final Score) for a particular Contract will be awarded that Contract.

14.2.. Potential Providers bidding for more than one of Contracts 1, 2 or 3 will be required to specify their order of preference (response to question SQD2d of the Selection Questionnaire) if successful in more than one Contract. If that Potential Provider is ranked highest (in terms of Final Score) in more than one of such Contracts (i.e. Contract 1, Contract 2 or Contract 3) it will only be awarded one of those Contracts according to the Potential Provider's order of preference, and an offer of Contract will be made to the next ranking Potential Provider in the other Contract(s). For the avoidance of doubt, a Potential Provider can win Contract 4 and one of Contract 1, Contract 2 or Contract 3.

14.3.. Should a Potential Provider decline to accept a Contract, then the Contract will be offered to the next ranked Potential Provider, until it has been accepted.

Worked Example

The worked example below shows the approach that will be taken in establishing the lowest overall cost to provide the Crown Travel and Venue Services for Her Majesty's Government:

Potential Provider	Contract 1	Contract 2	Contract 3	Contract 4
A	95.23			89.26
B		88.25	89.25	88.26
C	76.25		88.25	85.23
D	75.26	86.10	80.25	

14.4.. The Potential Provider who achieved the highest Final Score in Contract 1 will be awarded that Contract unless they also achieved the highest Final Score in another Contract. In this case the Potential Provider will be awarded the Contract that they indicated was their most preferred in SQD2b.

14.4.1 In the Worked Example Potential Provider A would be awarded Contract 1.

14.5.. The Potential Provider with the highest Final Score in Contract 2 will be awarded that Contract unless they are also the highest Final Score in another Contract. In this case the Potential Provider will be awarded the Contract that they indicated was their most preferred in SQD2b.

14.5.1 In the Worked Example Potential Provider B has achieved the highest Final Score in Contract 2 and Contract 3.

14.5.2 Provider B indicated in their response to question SQD2b that Contract 2 was their most preferred Contract 2, therefore Potential Provider B would be awarded Contract 2 and as Potential Provider C achieved the next highest Final Score for Contract 3 they would be awarded Contract 3.

14.6.. The Potential Provider who achieved the highest Final Score in Contract 4 will be awarded that Contract.

14.6.1 In the Worked Example Potential Provider A would be awarded Contract 4.

Standstill

14.7.. The Contracting Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Contract.

14.8.. Following a Standstill Period of 10 calendar days and subject to there being no substantive challenge to that intention, a Contract will be formally awarded, subject to contract, to the successful Potential Provider for each Contract.

14.9.. In the event that there is a substantive challenge to the Procurement and such a challenge is confined to any one or more particular Contracts, the Contracting Authority reserves the right to the extent that it is lawful to do so to conclude a Contract with the successful Potential Providers in respect of those Contracts that have not been so challenged.

14.10 The term Standstill Period is set out in Regulation 87 and, in summary, is a period of ten calendar days following the notification of an intention to award decision in a Contract tendered via the Official Journal of the European Union, during which the Contracting Authority must not enter into the contract or conclude the Contract or contract with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Contracting Authority that relate to the decision to award before the Contract is formally awarded. The Contracting 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.

15. TUPE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

15.1.. The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") may apply to the Contract(s).

15.2.. 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(s) and to act accordingly. The Potential Provider is then encouraged to carry out its own due diligence exercise. Potential Providers are also directed to review the Staff Transfer Schedule in the Contract as this provides the contractual mechanisms for dealing with transfers of employment. Given the Contracting Authority's position under paragraph 13.1.2. above of this ITT, the Authority nor Contracting Customers will not make any additional payments to the Supplier in relation to TUPE and Potential Providers are expected to take account of their views on the application of TUPE when proposing prices in the Pricing Matrix.

15.3.. For the purposes of obtaining legal advice, Potential Providers who wish to bid should note the following:

15.3.1 The Contracting Authority currently has in place the following Framework arrangements:

- (i) RM918 – Central Government Travel Managements Services (“**CGTMS Framework**”). There are two suppliers on this CGTMS Framework, Framework agreements expire February 2016 and December 2015 (“**CGTMS Suppliers**”). Under the CGTMS Framework the CGTMS Suppliers provide a range of travel services, including but not limited to the core requirement for Online and Offline Air, Rail and Accommodation Bookings. In addition, customers that have called off pursuant to the CGTMS Framework (“**CGTMS Customers**”) may have agreed at call off contract stage, the provision to deliver additional services and /or processes, including but not limited to Visa, Passport, Currency, Ferry, Taxi, Oyster Cards, Coach with Driver etc. As is normal under framework agreements, no services are provided to the Contracting Authority and therefore there are no TUPE implications at framework level. CGTMS Customers entered into call-off contracts with the CGTMS Suppliers for the travel services and therefore TUPE will need to be considered at this level only.
- (ii) RM1555 – Meeting and Events Venue Find Services (“**MEVFS Framework**”). There is only one supplier on the MEVFS Framework (current expiry date of July 2015, but the Contracting Authority may extend up to December 2015 to support the award date of RM3735) (“**MEVFS Supplier**”). Under this MEVFS Framework, the MEVFS Supplier provides a booking service for internal government space, voluntary & community sector venues and/or commercial providers e.g. Hotels. In addition, customers that have called off pursuant to the MEVFS Framework (“**MEVFS Customers**”) may have agreed at call off contract stage the provision to deliver additional services and /or processes. As with the CGTMS Framework, no services are provided to the Contracting Authority and therefore there are no TUPE implications at framework level. At call-off level, like with the CGTMS Framework, the MEVFS Supplier provides services to MEVFS Customers and therefore TUPE will need to be considered at this level only.
- (iii) RM808 - this Framework expired in September 2014 and some Contracting Customers will move from this framework upon expiry of their call off contract, to the new RM3735 arrangements. The incumbent Supplier has confirmed that there will be no potential TUPE transfer implications.

15.3.2 Under this Procurement (RM3735), there will be a significant change in approach, as the Contracting Authority is seeking to enter into 4 single supplier contracts (not 1 x Framework with 2 suppliers and 1 x Framework with 1 supplier) with Suppliers as set out in paragraph 3 above.

15.3.3 This new approach (RM3735) will deliver the same fundamental core services of Online and Offline Air, Rail, Accommodation & Meeting Room Venue Find for all Contracting Customers who sign an Enabling Agreement. In addition, Contracting Customers may request in enabling agreements the provision to deliver additional services and /or processes, including but not limited to Visa, Passport, Currency, Ferry, Taxi, VIP, Oyster Cards, and Coach with Driver etc. However, Contracting Customers may not choose to request the additional services and processes that they have now under the current CGTMS Framework and MEVFS Framework arrangements.

- 15.3.4 Contracting Customers will be 'enabled' to use any of the Services under the Contracts that the Contracting Authority enters into with the successful Potential Providers. The Contracting Authority is acting as central purchasing body and there will only be an enabling agreement between the Supplier and Contracting Customer. This new arrangement is very different to CGTMS Framework, MEVFS Framework and RM1555, particularly as we move from 2 Frameworks to 4 Contracts.
- 15.3.5 Based on the assumption that TUPE may apply, the Contracting Authority has acquired information relating to the employees of the incumbent suppliers ("**TUPE Information**") which is available upon request in accordance with paragraph 15.3.8. The Contracting Authority makes no representation that the TUPE Information is complete or accurate, nor does the Authority indicate the effort that will be required to deliver the Services.
- 15.3.6 Potential Providers shall not at any time make use for their own purposes 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).
- 15.3.7 All TUPE Information shall be deemed to be strictly confidential and for use solely in connection with the preparation of Tenders and the administration of any contract arising from this Tender.
- 15.3.8 To receive the TUPE information Potential Providers are required to complete the Non Disclosure Agreement – Attachment 23 and return via the eSourcing Suite messaging service. On receiving the completed Non Disclosure Agreement, the Contracting Authority will then send the TUPE Information to you via the eSourcing Suite.

16. GLOSSARY

16.1.1 Unless the context otherwise requires, capitalised terms and expressions used in this ITT (and any attachments save in respect of the Contract) shall have the meanings given to them in the glossary below.

Accommodation Booking	<ul style="list-style-type: none"> a) A booking for 1 - 4 rooms with the same arrival and departure date at the same venue with the same number of nights stay. b) A booking for 5 - 8 rooms with the same arrival and departure date at the same venue with the same number of nights stay. c) A booking for 9 or more rooms (i.e. Group Booking) with the same arrival and departure date at the same venue with the same number of nights stay.
Air Booking	<p>A single, return or multi-leg booked as one transaction for:-</p> <ul style="list-style-type: none"> a) 1 traveller b) 2 - 8 travellers c) 9 or more travellers
Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Award Questionnaire	means the award questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraphs 10 to 13 of this ITT
Background Questions	has the meaning in paragraph 9.1;
Booking Fees	has the meaning given to it in the Contract;
Commissions	has the meaning given to it in the Contract;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.3;
Consortium	means a group of economic operators acting jointly and severally to provide the Services;
Contract	means any one of the four contracts as described further in paragraph [3.3] of this ITT (the terms and conditions of which are 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;
Contract Commencement Date	has the meaning given to it in paragraph 4;
Contracting Authority or Client	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; In this procurement, the Authority is acting as part of the Crown.
Contracting Customer(s) or Enabled Authority	means all UK central government bodies as described in the OJEU Contract Notice at section VI.3;
Enabling Agreement	means the agreement set out in the Contract;
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
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" as defined in section 1159 of the Companies Act 2006;

Implementation and Go Live Plan	means any one of the Contract Specific Implementation and Go Live Plans Attachment 28, Attachment 29, Attachment 30 and Attachment 31
Invitation to Tender or ITT	means this invitation to tender document and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;
Lead Contact	means the member of the Consortium who is authorised in writing by each of the other members to that Consortium to provide the responses to the Selection and Award Questionnaires;
Live Demonstration	means the live demonstration as explained further in paragraph 12 above;
Management Charge	has the meaning given to it in the Contract;
Management Information or MI	has the meaning given to it in the Contract;
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 13.3;
Minimum Quality Threshold	means an Total Mark of 360 ;
Occasion of Tax Non-Compliance	<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;
Other Services Booking	Any booking, excepting Air, Rail and Accommodation, with the same requirements, made at the same time, included in the scope of this framework. Other Services Bookings will incur a single transaction booking fee only.
Potential Provider	means an economic operator (as defined in the Regulations) that is interested in submitting (or has submitted) a Tender;
Pick List	means any one of the four Contract specific pick lists set out at Attachment [4] of this ITT
Price Evaluation	means the price evaluation process as set out in paragraph 13;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 13.2.10
Pricing Matrix	means any one of the Contract specific pricing matrices set out in Attachments 12, Attachment 13, Attachment 14 and Attachment 15
Procurement	means the process used to establish a Contract that facilitates the supply of the Services to Contracting Bodies as described in the OJEU Contract Notice;

Quality Evaluation	means the evaluation of sections A – C of the Award Questionnaire (see paragraphs 10.5, 10.6, and 11) and the Live Demonstration process (see paragraph 12).
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation;
Rail Booking	A single or return rail journey (to include both return tickets and two single tickets where the start and end point is the same) booked as one transaction for:- a) 1 – 8 travellers b) 9 or more travellers
Regulations	means the Public Contracts Regulations 2015 (located at http://www.legislation.gov.uk/uksi/2015/102/pdfs/ukxi_20150102_en.pdf)
Selection Questionnaire	means the selection questionnaire set out in the e Sourcing Suite
Selection Stage	has the meaning in paragraph 9.1;
Services or Crown Travel and Venue Services	means the services that may be provided by Suppliers, as set out at in Attachments
Standstill Period	has the meaning as set out in paragraph 14.10;
Supplier	means a Potential Provider with whom the Authority 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 0 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 0 for the latest uploading of Tenders; and