

Invitation to Tender (ITT)

Framework Agreement for the Appointment of an Office
Holder in Criminal Confiscation and Civil Recovery Cases

PR 2022 112

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Attachments

Please see section 1.2 for the list of attachments

Version Control

Version 2.0. Changes made in Version 2.0:

- a. Addition of this Version Control section
- b. Section 2, Table A – Procurement Timetable
- c. Section 3.2 – Commercial Questionnaire
- d. Section 3.5 – When and How to Ask Questions – Clarification Process
- e. Footer – Version number and date

Please note that the changes made in Version 2.0 of this ITT document are highlighted in blue.

1. Welcome

1.1 Glossary of Terms

Term / Abbreviation	What it stands for
Award	The action taken by the Authority based on the evaluation of Tenders, to approve the selection of the supplier for a specific contract.
Award Criteria	The criteria (questions) used by the Authority to compare and score the merits of the Tenders.
Authority / The Authority	The Crown Prosecution Service (CPS) whose principal place of business is at 10th Floor, 102 Petty France, London SW1H 9EA
Clarification Questions Deadline	The deadline by which Tenderers must submit all clarification questions following the issue of this ITT. For this Procurement, the Clarification Questions Deadline is specified at section 2.
Consortium	Two or more economic operators who have come together specifically for the purpose of tendering for this Contract and who establish a consortium agreement or SPV to contract with the Authority.
Contract	The proposed, legally binding, agreement between the Authority and the winning Tenderer, should the Authority award a contract as a result of this Procurement
Contract Award Notice	A publication which confirms the details of a Contract that has been awarded to a Supplier.
Contractor	Any party to a procurement contract with CPS.
Contracts Finder	Government website where public organisations, such as CPS, publish procurement notices. Link: https://www.gov.uk/contracts-finder
CPS e-Sourcing Portal	The cloud-based procurement tool (Jaggaer) that the Authority is using to manage this Procurement and the platform by which Tenders are submitted to the Authority. Accessible via https://cps.bravosolution.co.uk/web/login.html
Find a Tender (FTS)	The UK e-notification service where notices for in scope public procurements are required to be published. Link: https://www.gov.uk/find-tender
ITT	This Invitation to Tender and all related documents published by The Authority and made available to Tenderers.
ITT Information	Information provided by the Authority as part of this ITT
MEAT	The Most Economically Advantageous tender (MEAT) criterion enables the Contracting Authority to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price, when reaching an award decision.
Procurement	The activity being undertaken by CPS to acquire goods or services from an external source, including the tendering process, and as set out in this Invitation to Tender

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Public Contracts Regulations (2015)	The regulations that all Public Sector organisations must abide by for all in-scope procurement activities.
Regulations	Means Public Contract Regulations (2015).
SPV	Special Purpose Vehicle. Whereby using a separate entity who will ultimately enter into the a Contract with the Authority.
Specification	A document that describes the technical requirements for a material, product or service thereby allowing the supplier to formulate and offer.
Standstill Period	The Standstill Period, sometimes referred to as (Alcatel) is a short (at least 10 calendar days) pause between the point when the contract award decision is notified to Tenderers, and the final contract conclusion.
Sub-Contractor	A party engaged or intended to be engaged by the Contractor at any level of sub-contracting for the purpose of performing this Contract.
Supplier	An individual or organisation that potentially or actually provides goods and services to the organisation.
Selection Questionnaire (SQ)	A document provided by the Authority to prospective Tenderers for them to complete which requests information regarding their suitability to be able to provide goods and/or services to the Authority.
Tender	The offer that the Tenderer is submitting to the Authority in response to this ITT.
Tenderer	Means the economic operator submitting a response to this Invitation to Tender.
Tender Submission Deadline	Means the deadline by which Tenderers must submit Tenders. For this Procurement, the Tender Submission Deadline is specified at section 2.
Tender Validity Period	The period in which the Tender must remain open for acceptance, as specified within this ITT
Timetable	The Procurement timetable set out within this ITT

1.2 Contents and Introduction

The Authority invites you to tender for this Procurement for the Framework Agreement for the Appointment of an Office Holder in Criminal Confiscation and Civil Recovery Cases. The Invitation to Tender (ITT) consists of this document plus the following Attachments (including the Envelopes they relate to in the CPS e-Sourcing Portal, where relevant):

- a. Attachment 1 – Selection Questionnaire (Qualification Envelope), consisting of:
 - i. Attachment 1a – Selection Questionnaire
 - ii. Attachment 1b – Appendix 2 to Annex A to Attachment 1a – POC EFS Assessment Spreadsheet
- b. Attachment 2 – Form of Tender - Tenderer Declaration (Qualification Envelope)
- c. Attachment 3 – Technical Questionnaire (Technical Envelope)

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- d. Attachment 4 – Commercial Questionnaire – Financial Response Template (Commercial Envelope)
- e. Attachment 5 – Terms and Conditions, consisting of:
 - i. Attachment 5a - Framework Agreement Terms and Conditions (**including the specification at Schedule 1**)
 - ii. Attachment 5b – Order Form (Schedule 4 to the Framework Agreement Terms and Conditions)
 - iii. Attachment 5c - Call-off Terms and Conditions (Schedule 5 to the Framework Agreement Terms and Conditions)
 - iv. Attachment 5d – Framework Agreement Management Information Report (Appendix 1 to Schedule 6 to the Framework Agreement Terms and Conditions)
 - v. Attachment 5e – Costs Template (Appendix 1 to Annex D to the Call-off Terms and Conditions)
 - vi. Attachment 5f – Performance Measurement Report (Appendix 2 to Annex D to the Call-off Terms and Conditions)
- f. Attachment 6 – Commercially Sensitive Information (Qualification Envelope)
- g. Attachment 7 – CPS Security Policy
- h. Attachment 8 – How to Buy Guide (note: this How to Buy Guide is aimed at Customers who will use the Framework Agreement. It does not contain guidance to Tenderers on how to bid for this Procurement. It is provided for information purposes).
- i. Attachment 9 – Draft Form of Guarantee. Please refer to paragraph 7 of Part 1 of Annex A of Attachment 1a (Selection Questionnaire).
- j. Attachment 10 – DPIA Template. Please refer to Clause 16.1 and Part 2 of Schedule 9 of Attachment 5a (Framework Agreement Terms and Conditions).

The Authority is using the CPS e-Sourcing Portal for this Procurement which means the ITT and the forms for submitting a Tender are only available in electronic form. Tenderers are required to submit their Tender in accordance with the instructions set out in the CPS e-Sourcing Portal and this ITT.

Tenderers must use the CPS e-Sourcing Portal to participate in the Procurement which can be accessed via your web browser:

<https://cps.bravosolution.co.uk/web/login.html>

Tenderers should keep their CPS e-Sourcing Portal profile up to date and check for notifications and messages regularly as this is the tool through which the Authority shall communicate with Tenderers.

Tenderers must read all the attachments, including contract documents, which can be found within the CPS e-Sourcing Portal (under the Jaggaer Suppliers attachment tab). The guidance, information, and instructions that is provided are there to help you to submit a compliant Tender. The information contained within the ITT is designed to ensure that all Tenders are given equal and fair consideration. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary of terms (at section 1.1).

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The sections in this ITT and associated documents are structured in line with a typical tendering process and do not indicate importance and/or precedence.

If a Tenderer has read all the instructions and information but wishes to ask for clarification, they should do so in accordance with the Clarification Question Process at Section 3.4.

This ITT adheres to the [GCF Supplier Code of Conduct](#).

1.3 About the Procurement

The aim of this Procurement is to establish a Contract (Framework Agreement) for the provision of Office Holders in Criminal Confiscation and Civil Recovery Cases. A comprehensive specification for the requirement is provided at Schedule 1 to Attachment 5a of this ITT and should be read carefully to ensure a full understanding of the CPS need.

Any resultant Contract will be:

- i. for a duration of 4 years;
- ii. between the successful Tenderer(s) and the Authority;
- iii. governed by the terms and conditions of contract contained at Attachment 5

The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015, under the Open Procedure.

The issue of this ITT is not a commitment by the Authority to place a Contract as a result of this Procurement or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied contract between the Authority and any Tenderer and any such implied contract is expressly excluded.

The aim of this Procurement is to establish a Framework Agreement which will be a replacement for Framework Agreement PR 01 2018. Tenderers should note that the Authority has made changes since the previous Framework Agreement, therefore should read the ITT and attachments carefully when preparing their Tenders. The following is a non-exhaustive list of changes we would like to draw to the attention of Tenderers:

- a. Clauses 6, 9 and Schedule 2 of the Framework Agreement terms and conditions, which details how Call-Offs will be awarded under the Framework Agreement;
- b. Clauses 4.5 to 4.7 of the Framework Agreement terms and conditions, which gives the Authority the right to remove an Office Holder from the Framework Agreement if they have been discharged by a Court due to their poor performance;
- c. Security requirements at Clause 16 and Schedule 11 of the Framework Agreement terms and conditions and the CPS Security Policy at Attachment 7.
- d. Digital Assets are now included in the requirement (as a desirable) – see specification at Attachment 5a.
- e. Clause 10 of the Framework Agreement terms and conditions, which includes a variation of price clause applicable to the Hourly Rates

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- f. Approach to pricing at Clause 9 of the Framework Agreement terms and conditions and at Clauses 10 to 14 of the Call-off terms and conditions. Including Clauses 9.7 and 9.8 of the Framework Agreement terms and conditions which gives the Authority the right to disqualify the Provider from a Call-off award process if they fail to set out the price as specified by the Authority or if they attempt to introduce new assumptions, exclusions or dependencies.
- g. Framework Agreement reporting and meeting requirements – see Clause 14 and Schedule 6 of the Framework Agreement terms and conditions.
- h. Call-off reporting and meeting requirements – See Clause 33 and Annex D of the Call-off terms and conditions
- i. Performance requirements with regard to:
 - i. Reporting – see paragraph 3 of Part 2 to Annex D of the Call-off terms and conditions
 - ii. Invoice submission – Clause 17.9 of the Call-off terms and conditions
 - iii. Payment of realised funds – Clause 15.2 of the Call-off terms and conditions
 - iv. Response time to court – Clause 20 of the Call-off terms and conditions
- j. Social value commitments at Clause 8 of the Framework Agreement terms and conditions.

1.4 About the Crown Prosecution Service (CPS)

The CPS is responsible for prosecuting most cases heard in the criminal courts in England and Wales. It is led by the Director of Public Prosecutions and acts independently on criminal cases investigated by the police and other agencies.

We have more than 6,000 highly trained staff whose duty is to make sure the right person is prosecuted for the right offence, and that trials are fair so that offenders are brought to justice whenever possible. We are proud to be recognised as a leading employer, committed to supporting a diverse and inclusive workforce that reflects the community we serve.

The CPS decides which cases should be prosecuted – every charging decision is based on the same two-stage test in the Code for Crown Prosecutors which:

- determines the appropriate charges in more serious or complex cases, and advises the police during the early stages of investigations;
- prepares cases and presents them at court; and
- provides information, assistance and support to victims and prosecution witnesses.

How we are organised and operate

The CPS operates across England and Wales, with 14 regional teams prosecuting cases locally. Each of these 14 CPS Areas is headed by a Chief Crown Prosecutor (CCP) and works closely with local police forces and other criminal justice partners.

CPS Areas deal with a wide range of cases. The majority are less serious cases and are heard in the magistrates' courts, while the most serious cases are heard in the Crown Court. CPS Direct, with prosecutors based across England and Wales, provides charging decisions to police forces and other investigators 24 hours a day, 365 days a year.

There are also three Central Casework Divisions which deal with some of the most complex cases we prosecute. They work closely with specialist investigators from a range of organisations, including the National Crime Agency, HM Revenue and Customs and the Independent Police Complaints Commission, as well as with police forces across England and Wales.

Our values

We will be independent and fair

We will prosecute independently, without bias and will seek to deliver justice in every case.

We will be honest and open

We will explain our decisions, set clear standards about the service the public can expect from us and be honest if we make a mistake.

We will treat everyone with respect

We will respect each other, our colleagues and the public we serve, recognising that there are people behind every case.

We will behave professionally and strive for excellence

We will work as one team, always seeking new and better ways to deliver the best possible service for the public. We will be efficient and responsible with tax-payers' money.

Equality and inclusion

The CPS commitment to inclusion and equality is at the heart of how we work, underpinned by The Equality Act 2010. It is important to us both as an employer and in the way we approach our responsibilities as a prosecuting authority. The two are closely linked – supporting a diverse workforce allows us to provide a better service to the public.

We also value the insight we get from engaging directly with the communities we serve, who provide welcome scrutiny of our work. This inclusive approach means that:

- Effective community engagement builds greater trust with the public, higher victim and witness satisfaction, and better-informed prosecution policy and practice
- The CPS has an inclusive culture, reflected in a diverse workforce, locally and nationally, and at all levels of the organisation
- By opening up the CPS and acting on input from diverse communities, we aim to inspire greater confidence in our work, in particular from witnesses and victims, resulting in improved prosecution outcomes

1.5 About Procurement at the CPS

The CPS has an annual spend of over £100 million with third party suppliers of goods and services. Examples include stationery, printing, occupational health and travel to more specialised service provision such as IT (hardware and software, software licenses, data storage, digital transformation) and Legal Court Services (video transcription services and video links in Court).

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The provision of these goods and services play a vital part in supporting the achievement of the CPS' business objectives. CPS aims to obtain best value for money from its diverse purchases.

1.6 Social Value

Procurement Policy Notice 06/20¹ covers taking account of social value in the award of central government contracts. Social value for this Procurement will be evaluated in accordance with the Award Evaluation Criteria at section 8.4 and, once a Contract is awarded, will be applied in accordance with Clause 8 and Schedule 6 of the Framework Agreement Terms and Conditions (see Attachment 5a).

2. Procurement Timetable

The table below contains the Authority's intended timelines. The Authority will try to achieve these but, for a range of reasons, dates can change. Therefore the Authority reserves the right to change these timescales, including the Tender Submission Deadline, at its sole discretion. The Authority will inform Tenderers via the CPS e-Sourcing Portal if the timelines change.

DATE	STAGE
30/05/2024	Launch of the Procurement via CPS e-Sourcing Portal
30/05/2024	Clarification period starts
21/06/2024	Clarification Questions Deadline
02/08/2024	Authority issues updated ITT documents to Tenderers
09/08/2024	Clarification Questions Extension Deadline (during which time Tenderers may only ask questions relating to changes to the ITT documents issued on 02/08/2024 or to any ongoing clarification questions).
23/08/2024	Deadline for the Authority to respond to Clarification Questions
09/09/2024 (15:00)	Deadline for submission of tenders (Tender Submission Deadline)
10/09/2024	Commencement of tender evaluation
08/11/2024	Tender evaluation ends
13/12/2024	Contract Award Notification of outcome and 10 day standstill period starts
23/12/2024	10 day standstill period ends
13/01/2025	Proposed award date of the Contract – issue of the Contract for signature
15/01/2025	Expected execution (signature) date for Contract
03/02/2025	Expected Contract start date

Table A – Procurement Timeline

¹ [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/procurement-policy-notice-06-20)

3. Preparation and Submission of Tenders

3.1 Documents to be Completed

Tenderers must complete the ITT documentation listed below. Tenders must be completed and submitted on-line via the CPS e-Sourcing Portal and in accordance with the instructions set out in this ITT. The documentation to complete (together with its corresponding CPS e-Sourcing Portal envelope) is:

- Selection Questionnaire (in Qualification Envelope)
- Form of Tender - Tender Declaration (in Qualification Envelope)
- Commercially Sensitive Information Form (in Qualification Envelope)
- Technical Questionnaire (in Technical Envelope)
- Commercial Questionnaire (in Commercial Envelope)

The Form of Tender – Tenderer Declaration must be signed by an authorised signatory and must be uploaded and submitted via the CPS e-Sourcing Portal as part of a Tender in accordance with the instructions on the CPS e-Sourcing Portal.

It is the Tenderer's responsibility to ensure that submitted Tender documentation is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Authority is not obliged to consider any Tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Authority may offer a Tenderer who submits such a Tender an opportunity to remedy the omission before evaluation of the Tender takes place, provided that in the judgement of the Authority this does not adversely affect the integrity and fairness of the Procurement exercise.

Where a word limit is stipulated only the information within the set word count will be evaluated.

3.2 Commercial Questionnaire

Costings/price information must only be supplied in response to the Commercial Questionnaire.

Tenderers must adhere to the following instructions when completing the Commercial Questionnaire:

- prices should compare with the Tenderer's technical submission.
- prices must be sustainable and inclusive of all costs for example operating costs and profit.
- prices are to exclude VAT.
- The currency is British pounds sterling (£ GBP), up to two decimal places.
- The **prices** submitted shall be up to two decimal places.
- Zero bids will not be allowed.
- Pricing shall be firm (not subject to change), unless expressly stated as otherwise in this ITT or the Terms and Conditions at Attachment 5

The Authority will investigate where it considers a Tender price to be abnormally low. Where the Authority considers any of the total price(s) a Tenderer has submitted to be abnormally low, the

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Authority will ask the Tenderer to explain the price(s) they have submitted (as required in regulation 69 of the Public Contracts Regulations 2015). The Authority may reject a tender where the evidence supplied does not satisfactorily account for the pricing proposed.

3.3 Submission of Tenders

Tenders must be submitted via the CPS e-Sourcing Portal by **the Tender Submission Deadline**. In preparing a Tender, Tenderers should not make any changes to the text of the documentation supplied by the Authority, unless expressly stated otherwise. In such a case Tenders will be evaluated on the basis that no changes have been made.

Hard copy, paper or delivered digital Tenders (e.g. email, DVD) will not be accepted by the Authority.

Tenderers must provide all of the information requested in this ITT. The Authority reserves the right to reject a tender which does not contain all of the information requested.

The Authority reserves the right to reject any Tender received after Tender Submission Deadline. Tenderers should leave plenty of time so that any problems that may be encountered while attempting to submit a Tender can be overcome before the submission deadline. Technical problems, unless a national outage or similar, will unlikely be considered by the Authority as a valid reason for permitting consideration of a late Tender submission.

Tenderers shall ensure that prices are only included in the Commercial Envelope. Tenderers must ensure that there are no prices present in the Qualification Envelope and/or Technical Envelope. The Authority has the right to request, at its discretion, that any pricing information found in the Qualification Envelope and/or Technical Envelope is redacted.

The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender submission. For example, this may include, but is not limited to, redacting pricing information in the Qualification and/or Technical Questionnaire, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the CPS e-Sourcing Portal on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the CPS e-Sourcing Portal before the Tender Submission Deadline to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

Tenderers, unless specified to do so in a specific question, 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.

Tenders must be submitted in the English (UK) language.

3.4 Variant Tenders

The Authority will not accept variant Tenders.

3.5 When and How to Ask Questions – Clarification Process

Tenderers may raise questions or seek clarification regarding any aspect of this procurement at any time prior to the Clarification Question Deadline.

Tenderers may raise questions or seek clarification beyond the Clarification Question Deadline, but only questions or clarifications which:

- a. relate to any changes made in Version 2.0 of this ITT document;
- b. relate to any changes made by the Authority during the 02/08/2024 update to the ITT documents; or
- c. which relate to any ongoing clarification questions.

Tenderers may raise such questions or clarifications at any time prior to the Clarification Questions Extension Deadline.

Tenderers must submit questions through the CPS e-Sourcing Portal. This is the only way the Authority will communicate with Tenderers as part of this Procurement. If Tenderers do not comply with this requirement, their Tender may be excluded from this Procurement process. Tenderers should ensure questions are specific and clear. Tenderers must not include their identity in the question. This is because the Authority will publish all the questions and our responses to all Tenders. Questions will be anonymised and, together with the respective answers, published on the CPS e-Sourcing Portal.

If Tenderers feel that a particular question is confidential and should not be published, they must tell the Authority why when asking the question.

If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response and question will be published on the CPS e-Sourcing Portal and will be visible to all Tenderers.

Tenderers can use the Clarification Process to ask the Authority clarification questions about the ITT but should not attempt to 'negotiate' the terms or use the process for anything other than clarifications.

3.6 Tender Validity

Tenders must remain open for acceptance for a period of 180 calendar days after the Tender submission deadline.

3.7 Tenderer Costs

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Tenderers will bear all costs associated with preparing and submitting a Tender and all other aspects of the tender process. The Authority will not be liable for the costs of any Tender, work or effort incurred by the Tenderer participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract, where you decide not to submit a Tender or where you withdraw from the tender process.

3.8 Lots

This requirement has not been split into lots.

4. Contracting Arrangements

If Tenderers are bidding on behalf of a group, for example a Consortium, or intend to use sub-contractors, full details of every organisation being relied on to deliver the Contract must be submitted to the Authority at the time of the Tender submission. The lead Tenderer shall make it clear who is the lead member of the group and who will be party to the Contract with the Authority and therefore contractually responsible for delivery.

With the exception of the organisations identified in the Tender, no organisation other than the Tenderer 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 Tenderer whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Tenderer can be only as sub-contractors identified in the Tender.

Where Tenderers intend to collaborate as a Consortium or sub-contract elements of their obligations the following process must be followed.

4.1 Sub-Contracting Proposals

- If Tenderers need to rely on the capability and/or experience of one or more sub-contractors in their Tender to demonstrate capability to provide the Services in accordance with the requirements they must inform the Authority in their Tender. Any Tenderer using this approach should indicate that they will be the 'prime contractor' for the purposes of responding to the relevant question(s).
- A Tenderer's Tender must clearly set out in their response to any question, where they will be relying on a sub-contractor and include the name of the sub-contractor and explain the sub-contractors capability and experience as the context of the question requires.
- The Authority does not require all sub-contractors be disclosed, only those sub-contractors who directly contribute to the Tenderer's ability to meet its obligations under the Contract. Tenderers are not required to specify those sub-contractors providing general services to the Tenderer (such as window cleaners) that indirectly enable the Tenderer to perform their obligations under the Contract.

4.2 Consortium Proposals

If a group of Tenderers wish to act jointly to provide the contract deliverables they may do so:

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- with all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract. Please note that in accordance with Regulation 19 the Authority may require the Consortium to form a single legal entity for the purpose of concluding the Contract; or
- using a separate entity (often referred to as a Special Purpose Vehicle or “SPV”) who will ultimately enter into the Contract with the Authority. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the Consortium members will need to nominate a guarantor for the SPV’s performance of the Contract.

The Consortium should nominate a lead contact to lead the bidding process. If the SPV exists, then the lead contact should lead and complete the Tender as the SPV in its name and ‘voice’. If the SPV does not yet exist or 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 Consortium members.

Where the Tenderer relies on the capability and/or experience of one or more Consortium members in its Tender to demonstrate the Consortium’s ability to perform the Contract it must inform the Authority in its Tender.

The Tenderer must clearly identify in response to any question, when it is relying on another Consortium member, the name of the particular Consortium member and explain the Consortium member’s capability and experience as the context of the question requires.

4.3 Changes to Contracting Arrangements

Any updates to Tenderers bidding models during this Procurement process shall be communicated to the Authority as soon as reasonably practicable. For any new organisation nominated the Authority will carry due diligence in accordance with the tender process. The Authority reserves the right to deselect a Tenderer or group prior to Contract award based on an assessment of the updated information.

4.4 Tender Declaration

The Authority requires Tenderers to confirm that each sub-contractor and/or Consortium member named in the Tender has read, understood and complied with the statements contained within the Form of Tender – Tender Declaration. This provides the 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.

5. Conditions of Tender

5.1 Confidentiality and Publicity

Tenderers shall at all times treat the contents of this Tender as confidential, save in as far as they are already in the public domain. Tenderers shall not use any of the ITT Information for any purpose other than for the purposes of submitting a Tender and shall not undertake any publicity activity

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within any section of the media without the written consent of the Authority.

Tenderers shall not disclose, copy, reproduce or distribute any of the ITT Information to any other parties without the express permission of the Authority, save for the purpose of enabling a Tender to be submitted and the receiving party shall undertake to treat the ITT Information as confidential. Tenderers may disclose this ITT Information when required to do so by order of a court of competent jurisdiction.

5.2 Freedom of Information Act

Information in relation to this Tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Tenderers should state in their Tender if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.

It is important to note that information may be commercially sensitive for a time, for example, during a Tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether information is exempt. However, Tenderers should note that no information is likely to be regarded as exempt forever.

5.3 Government Transparency Initiative – publication of contracts

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires authorities to publish on Contracts Finder details of contracts awarded which are valued at or above £12,000 (inclusive of VAT). Tenderers should be aware that if their Tender is successful information about the resulting Contract will be published (including Contract documents). Where appropriate limited redactions will be made to remove information subject to a Freedom of Information exemption.

In addition to Contracts Finder, the Authority will send details of the Contract award to the Find a Tender Service if there is an obligation to do so.

5.4 Inter Government Reporting

All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially

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sensitive) provided in its Tender. The information will not be disclosed outside Government during the procurement.

5.5 Third Party Evaluators

The Authority may use third parties during its evaluation of Tenders. The Authority may disclose Tender information to such third parties for the purposes of the Authority's evaluation of Tenders.

5.6 Tender Conduct and Conflicts of Interest

Tenderers must not attempt to influence the contract award process. For example, Tenderers must not directly or indirectly at any time:

- collude with others over the content and submission of Tenders. However, Tenderers may work in good faith with a proposed partner, supplier, Consortium member or provider of finance.
- canvass any senior leader, officer, public sector employee, member or agent of the Authority's staff or advisors in relation to this competition.
- try to obtain information from any of the Authority's staff or advisors about another Tenderer or Tender.

Tenderers must ensure that no conflicts of interest exist in relation to this Tender Process. If Tenderers fail to inform the Authority about a known conflict, the Authority may exclude the Tenderer from the Tender Process. The Authority may also exclude a Tenderer if a conflict of interest cannot be dealt with to the satisfaction of the Authority in any other way.

5.7 Consequences of misrepresentation

If a serious misrepresentation by a Tenderer induces the Authority to enter into a Contract, the Tenderer may be:

- excluded from tendering for contracts for three years under regulation 57(8)(h)(i) of the Regulations
- sued by the Authority for damages, and the Authority may rescind the Contract under the Misrepresentation Act 1967
- If fraud, or fraudulent intent, can be proved, the Tenderer may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the Tenderer must be excluded from the procurement procedure for five years under regulation 57(1) of the Regulations (subject to self-cleaning).

5.8 Intention to Tender / No Tender

It would be appreciated if you notified us as to whether you intend to Tender or not. Please let us know via the CPS e-Sourcing Portal. If you do not wish to Tender, please include the reason(s) why.

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5.9 Modification or Withdrawal of Tender

Tenderers may modify their Tender prior to the Tender Submission Deadline. No Tenders may be modified after the deadline.

Tenderers may withdraw their Tenders at any time by submitting a notice via the CPS e-sourcing Portal. Unless withdrawn, Tenders shall remain open to acceptance by the Authority during the Tender Validity Period.

5.10 Material Changes to SQ Response

Tenderers must inform the Authority in writing as soon as they become aware of any material changes to any of the information, representations or other matters of fact communicated to the Authority by the Tenderer in the Selection Questionnaire (SQ). If such a change occurs, the Authority may reassess the Tender against the SQ selection criteria. The Authority reserves the right to require Tenderers to submit an updated/amended SQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect a Tenderer's suitability to proceed with the procurement.

5.11 Our Rights

The CPS reserves the right to:

- waive or change the requirements of this ITT pack from time to time without notice
- verify information, seek clarification or require evidence or further information in respect of a Tender during the Tender evaluation where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Tenderers must ensure they are regularly checking messages on the CPS e-Sourcing Portal to make sure they are able to respond
- withdraw this ITT pack at any time, or re-invite Tenders on the same or alternative basis
- choose not to award any Contract(s) as a result of the procurement
- choose to make a partial award
- make any changes to the timetable, structure or content of the competition
- carry out the evaluation processes (qualification and award) of this procurement concurrently
- visit your site(s)
- exclude a Tenderer if:
 - they submit a non-compliant Tender
 - their Tender contains false or misleading information
 - they fail to respond adequately to any clarifications from the Authority
 - they attempt to introduce any new terms and conditions or to alter any existing terms and conditions
 - they fail to comply fully with the requirements of this ITT
 - they are guilty of serious misrepresentation in relation to this ITT
 - they fail to tell the Authority of any change in the contracting arrangements between Tender submission and Contract award

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- there is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Tenderer.
- the change in the contracting arrangements would result in a breach of procurement law
- they act in breach of legislation including, but not limited to, canvassing of a public official, collusive behaviour and bribery. Exclusion in such circumstances will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract
- for any other reason set out elsewhere in this ITT pack
- for any reason set out in the Regulations

5.12 Amendments to the ITT

At any time prior to the Tender Submission Deadline, the Authority may modify the ITT by amendment. Any such amendment will be issued to all prospective Tenderers. In order to give Tenderers reasonable time to consider the amendment, the Authority may, at its discretion, extend the Tender Submission Deadline.

5.13 Disclaimers

Whilst the information in this ITT has been prepared in good faith neither the Authority nor its advisors, officers, employees, other staff or agents:

- Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- Accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

The above also applies to any information supplied by the Authority as part of the clarification process and/or any other information supplied by the Authority as part of this Procurement.

Tenderers must carry out their own due diligence and rely on their own enquiries.

6. Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

The Authority does not think TUPE will apply to the Contract because this Procurement is for a Framework Agreement and the services are not delivered at Framework level.

Tenderers are reminded that it is their responsibility to take their own advice and consider whether TUPE is likely to apply and to act accordingly. Tenderers are encouraged to carry out their own due diligence.

7. General Conditions

In participating in this Procurement and/or by submitting a Tender it will be implied that Tenderers accept and will be bound by the terms and conditions and all the provisions of this ITT and its attachments. Accordingly, Tenders should be on the basis of and strictly in accordance with the requirements of this ITT.

Third party verifications. In submitting a Tender, Tenderers consent to the Authority carrying out all necessary actions to verify the information provided, and the analysis of the Tender being undertaken by one or more third parties commissioned by the Authority for such purposes.

8. Evaluation

This section details how Tenders will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

The evaluation process will be undertaken in two stages and will consider Tenderer's responses to the envelopes as follows:

- Stage 1 – Qualification Evaluation: this consists of evaluation of the selection criteria contained in the Qualification Envelope
- Stage 2 – Award Evaluation: this consists of evaluation of the Technical Envelope and Commercial Envelope.

8.1 Stage 1 - Qualification Evaluation

The Authority will evaluate the following:

- a. Selection Questionnaire – Tenderers must complete this online in the CPS e-Sourcing Portal (Qualification Envelope). Tenderers should refer to the Selection Questionnaire for specific evaluation criteria.
- b. Form of Tender – Tender Declaration – Tenderers must complete this online in the CPS e-Sourcing Portal (Qualification Envelope). If you do not upload a valid Form of Tender – Tender Declaration your tender will be deemed non-compliant and shall be rejected.
- c. a mandatory evaluation to make sure that Tenderers have answered all questions and have completed all documentation in line with the Authority's instructions. All Tenders passing the mandatory evaluation will be progressed to Stage 2 - Award Evaluation.

Tenders that fail the qualification evaluation will not be considered any further. The Authority will reject the Tender and the Tenderer will be excluded from the Procurement.

8.2 Stage 2 - Award Evaluation – Overview of Process

If a Tender successfully passes the qualification evaluation, they will proceed to the award evaluation.

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The award evaluation consists of the evaluation of:

- a. the Technical Questionnaire (contained in the Technical Envelope) - consisting of:
 - i. technical evaluation (see Part 1 of Technical Questionnaire)
 - ii. social value evaluation (see Part 2 of Technical Questionnaire)
- b. the Commercial Questionnaire (contained in the Commercial Envelope).

The award evaluation will be on the basis of the 'Most Economically Advantageous Tender' (MEAT). This means the best technical-commercial combination based on the following weightings:

Technical: 60%

Social Value: 10%

Commercial: 30%

The CPS e-Sourcing Portal gives effect to this breakdown in the Technical Envelope and Commercial Envelope as follows:

Technical Envelope (Technical Questionnaire)	70%	Technical Evaluation Percentage: 85.7%
		Social Value Evaluation Percentage: 14.3%
Commercial Envelope (Commercial Questionnaire)	30%	Commercial Evaluation Percentage: 30%

When evaluating each question, the Authority will only assess the evidence a Tenderer provides against that question. The Authority will not take into account any other evidence. Therefore it is the responsibility of the Tenderer to include all the information the Tenderer want to be assessed against each specific question. Where there is a word limit associated with a question, the Authority will only evaluate based on the information contained within such word limit. Any information provided by the Tenderer beyond any such word limit will not be taken into account in the evaluation.

8.3 Stage 2 – Award Evaluation – Technical Questionnaire Overview and Approach to Evaluation

The Technical Questionnaire comprises the technical evaluation and social value evaluation, therefore is worth 70% of the overall evaluation.

Tenderers must complete the Technical Questionnaire (Technical Envelope) online in the CPS e-Sourcing Portal.

The Authority will give Tender responses to our evaluation panel. Each evaluator will independently assess Tender responses to the Technical Questionnaire using the Tender Marking Table (see Table B below). Each evaluator will assign a mark and record their reasons for the mark.

Once the evaluators have independently assessed the Tenders, a consensus meeting will be held. At this consensus meeting, chaired by CPS Commercial, the evaluators will discuss their marks and reasonings. The discussion will continue until they reach an agreed consensus regarding the mark,

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and a reason for that mark, for each question. It is the consensus marks which will be used as the basis for the Tenderer's evaluation score. The consensus mark will be multiplied by that question's evaluation weighting to calculate the weighted score for that question. Each weighted score will be added together to calculate a total score. Each total score will be multiplied by the weighting relevant to that envelope to calculate a weighted envelope score. The weighted envelope scores will be added together to calculate a total Technical Questionnaire score. See Table C for a worked example.

Tender Marking Table

The evaluation criteria set out below will be used during the Technical Questionnaire evaluation:

Marking Scheme	Description
100 - Excellent	The response is relevant, precise and excellent overall. The response is comprehensive, unambiguous and, where relevant, demonstrates a thorough understanding of any requirements and provides details of how the requirement will be met in full.
80 - Good	The response is relevant and a good response overall to the question. The response is sufficiently detailed and demonstrates a good understanding and provides clear details on how the requirements, where required, will be fulfilled.
60 - Acceptable	The response is broadly satisfactory and is relevant to the question. The response addresses a broad understanding of any requirements and, where relevant, how any requirements will be fulfilled.
40 – Minor Reservations	The response is mostly relevant to the question. The response lacks content, detail or explanation in one or more aspects of the question; gaps or lack of justification/evidence in response where required. Overall key aspects lack sufficient detail or explanation.
20 – Serious Reservations	The response is generally poor and/or with little or no relevance to the question. The response has significant gaps and/or a lack of justification/evidence in response to the question; responses given are very generic in whole or part; fails to demonstrate considerable understanding of the question or context.
0 - Unacceptable	No response has been provided or the response fails to answer the question provided; all elements of the response are not justified or unsupported by evidence where required; fails to demonstrate any understanding of the question or the context.

Table B – Tender Marking Table

8.4 Stage 2 – Award Evaluation – Technical Questionnaire – Technical Evaluation and Social Value Evaluation

Please refer to Technical Questionnaire Part 1 for specific technical evaluation criteria. If a Tenderer receives a consensus mark of 40 or below for technical evaluation criteria question 2), question 4) and/or question 7) the Tender will be excluded from the Procurement. Tenders rejected at technical envelope stage will not be considered any further meaning the Tender will not receive a commercial or overall score.

Please refer to Technical Questionnaire Part 2 for specific social value evaluation criteria. There are no minimum acceptable scores associated with the social value evaluation criteria.

Please see Table C below for an example of how the Technical Questionnaire score will be calculated (please note that the scores contained in the table are for illustrative purposes only):

Technical Questionnaire								
Technical Evaluation								
Question	Overall Weighting (60%)	Technical Evaluation Weighting*	Tenderer 1 Consensus Mark	Tenderer 2 Consensus Mark	Tenderer 3 Consensus Mark	Tenderer 1 Weighted Score**	Tenderer 2 Weighted Score	Tenderer 3 Weighted Score
1	5%	8.3%	100	60	80	8.30	4.98	6.64
2	20%	33.3%	100	80	80	33.30	26.64	26.64
3	2.5%	4.2%	100	60	60	4.20	2.52	2.52
4	12.5%	20.8%	100	60	80	20.80	12.48	16.64
5	2.5%	4.2%	100	80	80	4.20	3.36	3.36
6	7.5%	12.5%	100	80	80	12.50	10.00	10.00
7	10%	16.7%	100	80	40***	16.70	13.36	6.68
Total	60%	100%	700	500	500	100	73.34	72.48
Weighted Envelope Score (Total multiplied by 85.7%)****						85.70	62.852	62.115
Social Value Evaluation								
Question	Overall Weighting (10%)	Social Value Evaluation Weighting	Tenderer 1 Consensus Mark	Tenderer 2 Consensus Mark	Tenderer 3 Consensus Mark	Tenderer 1 Weighted Score	Tenderer 2 Weighted Score	Tenderer 3 Weighted Score
SV1	5%	50%	100	60	40	50	30	20
SV2	5%	50%	100	80	20	50	40	10
Total	10%	100%	200	140	60	100	70	30
Weighted Enveloped Score (Total multiplied by 14.3%)****						14.30	10.01	4.29
Total Technical Questionnaire Scores						100	72.862	66.405***

Table C – Example of Technical Questionnaire Score Calculation

* Technical Evaluation Weighting is to 1 decimal place

** Weighted Score formula = Tenderer Consensus Mark * Evaluation Weighting. Worked example:

Tender Consensus Mark = 80

Weighting = 8.3%

Weighted Score = 80 * 8.3%

Weighted Score = 6.64

***Tenderer 3 received a Consensus Mark of 40 for question 7, which is below the minimum acceptable score for that question.

**** Weighted envelope scores reflect the fact that the Technical Questionnaire contains both the technical and social value evaluations. These percentages are required to reflect the overall weightings at section 8.2.

Outcome of example Technical Questionnaire evaluation:

- Tenderer 1 receives a total Technical Questionnaire score of 100.
- Tenderer 2 receives a total Technical Questionnaire score of 72.862.

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- Tenderer 3 is excluded from the Procurement.

8.5 Stage 2 – Award Evaluation – Commercial Questionnaire – Commercial Evaluation

The commercial evaluation is worth 30% of the overall evaluation. Only Tenders that have not been excluded or rejected at Qualification Evaluation or Technical Questionnaire Evaluation will be included in the commercial evaluation. In addition, if a Tender is rejected at the Commercial Questionnaire stage then it shall not receive a Commercial Questionnaire score. The Commercial Questionnaire score shall be calculated as follows:

- The Authority will check whether Tenderers have completed the Commercial Questionnaire as instructed. Failure to complete the Commercial Questionnaire as instructed may result in the Tender being deemed non-compliant and it may be rejected.
- The commercial evaluation will be undertaken separately to the technical evaluation and social value evaluation process.
- The commercial evaluation will be undertaken against the hourly rates submitted in the Commercial Questionnaire.
- The hourly rates will be totalled up to produce a 'Total Hourly Rate' for each Tender.
- The Tender with the lowest Total Hourly Rates will be awarded the maximum commercial score (i.e. 100).
- All other Tenders will get a score relative to the Tender with the lowest Total Hourly Rates, calculated using the following formula: $\text{Commercial Score} = (\text{Lowest Total Hourly Rates} / \text{Tender's Total Hourly Rates}) * \text{maximum score available}$. For the purposes of this calculation, the maximum score available is 100.
- Please see Table D below for a worked example of how the Commercial Questionnaire score will be calculated (please note that the figures contained in this table are for illustrative purposes only):

	Tenderer 1	Tenderer 2
Hourly Rates		
Partner / Managing Director / Director (Office Holder)	£100	£120
Managing Consultant / Director / Associate Partner	£90	£110
Principal Consultant / Associate Director / Senior Manager	£80	£100
Senior Consultant / Manager	£70	£90
Consultant / Senior Analyst / Senior Associate / Assistant Manager	£60	£80
Analyst / Junior Consultant / Associate	£50	£70
Administration / Support Staff	£40	£60
Totals		
Total Hourly Rate	£490	£630
TOTAL Commercial Questionnaire Score*	100*	77.778**

Table D – Example of Commercial Questionnaire Score Calculation.

Note: the rates above are fictitious and used for the basis of the example only.

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Tenderer 1 Total Hourly Rate: £490 (Lowest Total Hourly Rates)

Tenderer 2 Total Hourly Rate: £630

* Tenderer 1 has the lowest Total Hourly Rate therefore scores 100

** Tenderer 2 Commercial Questionnaire score is calculated as follows:

Commercial Score = (Lowest Total Hourly Rates / Tender's Total Hourly Rate) * maximum score available

Commercial Score = (490/630) * 100 = 77.778

Outcome of example Commercial Questionnaire evaluation:

- Tenderer 1 receives a total Commercial Questionnaire score of 100.
- Tenderer 2 receives a total Commercial Questionnaire score of 77.778.
- Tenderer 3 was excluded at the Technical Questionnaire Evaluation, therefore is not included in the commercial evaluation.

9. Final Decision to Award

Upon conclusion of the award evaluation, the scores for Technical Questionnaire and Commercial Questionnaire will be converted to weighted scores to reflect their respective weightings, then the weighted scores will be combined to give an overall score for each Tender. Please see Table E below for an example of how the overall score will be calculated (please note that the figures contained in this table are for illustrative purposes only):

	Weighting	Tenderer 1	Tenderer 2	Tenderer 3
Total Technical Questionnaire Scores		100	72.862	66.405*
Total Commercial Questionnaire Scores		100	77.778	N/A
Technical Questionnaire Weighted Score	70%	70	51.003	N/A
Commercial Questionnaire Weighted Score	30%	30	23.334	N/A
Overall Score		100	74.337	N/A

Table E - Example of Overall Score Calculation

* Tenderer 3 received a Consensus Mark of 40 for question 7 therefore is excluded from the Procurement and does not receive a Commercial Questionnaire Score or an Overall Score.

The Tenders will be ranked in order of their overall score, with number 1 being the Tender with the highest overall score. Tenders which have been rejected or excluded will not be included in the ranking. Where the overall score achieved by multiple Tenderers ranks them within 0.5%, the Tenderer with the highest Technical Evaluation (Weighted Envelope) Score (see section 8.4 – for the avoidance of doubt, this does not include the Social Value Evaluation) will be deemed as having the highest overall score. Should any Tenderers have an equal Technical Evaluation (Weighted Envelope) Score, then the Tenderer with the highest score in technical evaluation question 2 (Management and Realisation of Assets) will be deemed as having the highest overall score. Should any Tenderers have an equal technical evaluation question 2 score, then this process shall be repeated taking the following technical evaluation questions one at a time until such time that the Tenderers are no longer have an equal score:

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- a. Technical evaluation question 4 (Approach to UK-Based Assets)
- b. Technical evaluation question 7 (Cost control, management, VFM and reporting)
- c. Technical evaluation question 6 (Breadth of Assets and Access to Appropriate Expertise)
- d. Technical evaluation question 1 (Investigation of Assets)
- e. Technical evaluation question 5 (Approach to Northern Ireland and Overseas-Based Assets)
- f. Technical evaluation question 3 (Digital Assets)

On completion of this ranking activity, the 12 Tenders with the highest overall scores will be put forward for a place on the Framework Agreement. Tenders ranked 13th and below will not make it onto the Framework Agreement, nor will Tenders that have been rejected or excluded. This ranking will also be used for the purposes of Clauses 6.4 and 6.5 of the Framework Agreement Terms and Conditions (see Attachment 5a)

9.1 Notification of Outcome

The Authority will tell Tenderers if they have been successful or unsuccessful via the CPS e-Sourcing Portal. Tenderers will be advised of the outcome of the evaluation and shall receive written feedback on the relative merits and characteristics of their tender compared with the winning tender.

The conclusion of a contract is subject to the provision of due 'certificates, statements and other means of proof' where Tenderers have, to this point, relied on self-certification. This means the following certificates/evidence from the Selection Questionnaire:

- a. Evidence of insurance cover;
- b. For each proposed Office Holder – Certificate confirming they are a licenced insolvency practitioner
- c. For each proposed Office Holder – membership number of the Insolvency Practitioners Association or the Institute of Chartered Accountants in England or Wales or equivalent body (and, in the case of an equivalent body, evidence they are licenced to practice in England, Wales and Northern Ireland)
- d. Cyber Essential + (or equivalent) – certification, or confirmation that the Tenderer is willing to obtain the certification
- e. ISO 27001 (or similar) – certification, or confirmation that the Tenderer is willing to obtain the certification

The Authority will send notice of the contract award decision to all Tenderers. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the notice before entering into a Contract, known as the standstill period.

Following the standstill period, and if there are no challenges to the Authority's decision, the successful Tender(s) will be formally awarded a contract.