

**INVITATION TO TENDER**

**Civil Service Pensions Scheme Medical Advice Contract**

**REFERENCE NUMBER**

**[INSERT REFERENCE NUMBER]**

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# introduction

## Welcome to this Procurement which is being managed by the Cabinet Notice.

## The Cabinet Office is referred to as the Authority in this Invitation to Tender (ITT), and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a single supplier pan government Framework Agreement for the purchase of services to provide medical advice to the Principle Civil Service Pension Scheme (PCSPS) Administrator on ill-health retirement and injury benefit referrals.

## This ITT contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 12.

## Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 7.

## If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.

## The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.

## Guidance on how to use the e-Sourcing Suite can be found at Appendix 7.

## You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.

## The Authority is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to framework agreements (Regulation 33 of the Regulations).

# THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

## This Procurement will result in the award of the Framework Agreement to one successful Potential Provider. Once the Framework Agreement has been executed the successful Potential Provider will become the Supplier.

## The Framework Agreement will enable Contracting Authorities to place orders with the Supplier for the Services via Call-Off Contracts.

## The published Framework Agreement (including the Framework Schedules) and the terms and conditions are available at Appendix 3. Please carefully review this document so that you fully to understand the rights and obligations they confer on the parties.

## Framework Agreement terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.

## Following the Authority’s decision to award, the Framework Agreement will be updated to incorporate the Tender including (but not limited to) the successful Potential Provider’s charges and the approach to delivering the Services

## The Authority will manage the overall performance of the Framework Agreement and collect Management Information.

## Contracting Authorities

### The Framework Agreement will be available for use by Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice.

### Any relevant Contracting Authority may purchase the Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on the Supplier or guarantee that the Supplier will receive any business at all under the Framework Agreement.

# ReqUirements

## A detailed description of the Services that the Supplier will be required to supply is set out at Appendix 2 - Specification and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline

## The Services covered by this Procurement have not been sub-divided into Lots because the contract is a national service, and so the successful provider must be able to deliver services to the entire UK.

## Details of the estimated value of the Framework Agreement are set out in the OJEU Contract Notice.

# procurement timEtable

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

## This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

| **DATE** | **ACTIVITY** |
| --- | --- |
| 22nd August 2016 | Despatch of the OJEU Contract Notice |
| 15:00.00 GMT 7th October 2016 | Deadline for submission of Tenders to the Authority (“**Tender Submission Deadline**”)  |
| 20th December 2016 | Intention to award notices issued to successful and unsuccessful Potential Providers. |
| 2nd January 2017 – 13th January 2017 | 10 day Standstill Period (in accordance with Regulation 87) |
| 31st March 2017 | Expected execution (signature) date for Framework Agreement (s) |
| 1st July 2017 | Expected commencement date for Framework Agreement(s) |

# completiNG AND SUBMITTING A tender

## To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and its Appendices.

## You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.

## Remember:

### It is your responsibility to ensure that you submit a fully compliant Tender.

### You must ensure that you are using the latest versions of this document and its Appendices, as the documentation may be updated from time to time.

### Allow plenty of time for the entering of responses into the e-Sourcing Suite – do not leave it until the day of the Tender Submission Deadline.

## For technical guidance on how to upload any requested Appendices please see Appendix 7 – E-sourcing Suite Guidance.

## Additional Materials, Documents and Attachments

### You must adhere to the following instructions;

#### No additional attachments should be submitted with a Tender unless specifically requested by the Authority.

#### Any additional documents requested by the Authority must only be attached in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested.

## Data Entry

### A fully compliant Tender must adhere to the following instructions;

#### The Tender must be submitted in the English (UK) language.

#### You must answer all questions accurately and as fully as possible, within the word / character limits specified.

#### Where options are offered as a response to a question, you must select the relevant option from the drop down list.

#### 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.

#### The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.

## Deadline for the submission of Tenders

### All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).

## Late Tenders:

### Tenders received on or after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.

## Uploading and submitting a Tender

### You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.

### All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will notbe accepted.

### Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Appendix 7 for details of how to formally submit the Tender.

### You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any requested attachments, through the e-Sourcing Suite. You cannot modify your Tender after the Tender Submission Deadline.

### You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.

### Your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

## Confidentiality

### Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.

### The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).

### Customer contacts named in the Selection Questionnaire do not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

### The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Contracting Authorities.

###

# CONTRACTING ARRANGEMENTS (Sub-contractORS AND GROUPS OF ECONOMIC OPERATORS)

## It is important that your Tender conveys a complete and accurate picture of how the Authority’s minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Appendix 1), will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.

## The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.

## The Tender must be completed in the name and ‘voice’ of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the “**Potential Provider**”), subject to paragraph 6.6 below.

## 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 Framework Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.

## **Sub-contracting proposals:**

### You need to complete Section A in the Selection Questionnaire if you propose to use one or more Sub-Contractors.

### The Authority does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Framework Agreement. There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Framework Agreement. Please read the definition of Sub-Contractor in Paragraph 12.

### 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 Framework Agreement you must inform the Authority in your Tender.

### Your Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor’s role, capability and experience as the context of the question requires.

## **Group of Economic Operator proposals:**

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

### Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity’s performance of the Framework Agreement.

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

### The Lead Contact should complete Section A in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.

### Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators’ ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.

### More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member’s role, capability and experience as the context of the question requires.

## Queries

### It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph 7.

## Changes to the contracting arrangements

### The Authority recognises that arrangements in relation to sub-contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.

### If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause [22] of the Framework Agreement (Appendix 3).

## Declaration of Compliance

### The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Offer (Appendix 4). You do this in the online ‘Key Participation Requirements’ section. If you do not answer Yes to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT.

# questions AND ClarificationS

## You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable in set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.

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

## If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.

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

## If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers

## You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.

## The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

# OVERVIEW OF THE EVALUATION PROCESS

## Paragraphs 9 and 10 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

### Compliance/validation – The Authority will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the online ‘Key Participation Requirements’ section. Non-compliant Tenders may be excluded from this Procurement by the Authority.

### Selection - The Authority will assess your responses to the Selection Questionnaire (Appendix 1) in accordance with paragraph [10] below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.

###  Award - The Authority will assess your response to the Non-financial Evaluation (Appendix 5) in accordance with paragraph [11] below (“**Award Stage**”).

## Consensus Marking Procedure

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

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

#### independent evaluation; and

#### group consensus marking.

### 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.

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

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

#### The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.

#### 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 Appendix 5. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should attributed to each Potential Provider’s answer to the question.

#### The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator’s original mark and justification) in the e-Sourcing Suite.

#### The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

# SELECTION STAGE EVALUATION

## The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your suitability to pursue a professional activity, economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from this Procurement.

## Stage 1 - Selection Questionnaire sections 2, 3 and 4 – Grounds for Exclusion

### In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer ‘no’ to every statement in Section B of the Selection Questionnaire (Appendix 1) then, subject to paragraph 9.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

### The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to Section C (Discretionary grounds for exclusion) of the Selection Questionnaire (Appendix 1) are deemed unacceptable. Subject to paragraph 9.2.3, that your Tender will be excluded from this Procurement.

### ‘Self Cleaning’ (Covering both mandatory and discretionary exclusion)

#### If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively “self cleans” the situation, the Authority may decide that that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:

#### paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;

#### clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

#### taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

#### The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

## Stage 2 – Selection Questionnaire section 5 – Economic and Financial Standing

### The information you submit in response Potential Provider Information and Bidding Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing.

### The Authority uses a credit reference agency (Experian) as the first step in determining financial risk. The Authority will request an Experian financial risk score based on the information provided in response to the Selection Questionnaire. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is [51] or more (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then your Tender will proceed to evaluation process.

### If any of the following circumstances arise:

#### the score provided by Experian (where a standard UK score is available) is less than [51];

#### the score is less than the equivalent risk level above (where a standard international score is available); or

#### no standard Experian score is available for your organisation,

### then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Framework Guarantor (as the case may be):

#### a statement of your turnover profit and loss account and cash flow for the most recent year of trading;

#### a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or

#### an alternative means of demonstrating financial status.

### The Authority will use the information described in paragraph 9.3.4, in addition to a detailed Experian report (where available) to assess whether your organisation’s or your proposed Framework Guarantor’s financial risk is average or better.

### If the Authority then determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being ‘average or better’, then your Tender will proceed to the evaluation process.

### If the Authority determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being ‘worse than average’, then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 in respect of the proposed Framework Guarantor.

### Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable, or where the requested information at 9.3.4 has not been provided, then the Tender will be excluded from further involvement in the procurement.

### If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having a ‘worse than average’ risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further involvement in this Procurement.

##

# AWARD STAGE EVALUATION

## Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Non-financial Evaluation and evaluated in accordance with this paragraph 11.

## The Award Stage evaluation will comprise of:

### an evaluation of Potential Provider’s answers to the Non-financial Evaluation (“**Quality Evaluation**”); and

### an evaluation of the prices tendered in response to the Financial Evaluation (Bidders Pricing Matrix) (“**Price Evaluation**”)

## The maximum possible score capable of being achieved by a Potential Provider will be 100 points (being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively i.e. 50 + 50)

## Quality Evaluation Process

### The evaluation of each response to the Non-financial Evaluation will be conducted and consensus checked in accordance with the Consensus Marking Procedure.

### When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Non-financial Evaluation 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 |
| 1.5 | 20% of the Maximum Mark Available for the question |
| 3 | 40% of the Maximum Mark Available for the question |
| 4.5 | 60% of the Maximum Mark Available for the question |
| 6 | 80% of the Maximum Mark Available for the question |
| 7.5 | 100% of the Maximum Mark Available for the question |

### The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question. For example if a Potential Provider achieved a mark of 50 out of 100 for a question, it would equate to 50%; so, where the Maximum Score Available is 2, the Potential Provider would therefore score 1 for that question.

### When the score for each question has been determined they will be added together to determine an overall score for the Non-financial Evaluation (“**Quality Score**”).

## Price Evaluation Process

### You are required to submit a price for each list pricing item, included in the Financial Evaluation (Bidders Pricing Matrix) – Appendix 6.

## Price Evaluation methodology

### The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Non-financial Evaluation process.

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

### If a list pricing item you have provided is abnormally low the Authority may reject your Tender.  The steps the Authority will take in this event are as follows:

#### to request in writing an explanation of the abnormally low list pricing item, which may include explanations of one or more of the following;

1. the economics of the Services provided;
2. the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
3. the originality of the Services;
4. your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
5. your compliance with the sub-contracting obligations referred to in Regulation 71;
6. the possibility of you obtaining state aid;

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

#### to subsequently verify with them the list pricing item bei abnormally low.

### When the score has been determined it will become the overall score for the Financial Evaluation (“**Price Score**”).

# FINAL DECISION TO Award

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

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

## Where the Final Score achieved by multiple Potential Providers ranks them in equal 1st position then the Potential Provider with the highest scoring Non-financial Evaluation element will be awarded a Framework Agreement.

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

## Should the Potential Provider with the top ranked overall score decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.

## Following a Standstill Period of 10 calendar days, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider.

## The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority’s notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.

## The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due ‘certificates, statements and other means of proof’ where Potential Providers have to this point relied on self-certification.

# GLOSSARY

|  |  |
| --- | --- |
| Appendix | means a document made available to Potential Providers in relation to this Procurement via the e‑Sourcing Suite, |
| Authority | means the Minister for the Cabinet Office (“**Cabinet Office**”)  |
| Non-financial Evaluation | means the quality questionnaire a copy of which is provided at Appendix 5; |
| Award Stage | means the part of the evaluation process described in paragraph 10; |
| Bid Fields | mean the bid fields set out in the on line e-Sourcing Suite; |
| Consensus Marking Procedure | means the evaluation procedure described in paragraph 10.4; |
| Contracting Authority | means the Authority and/or any other contracting authorities (within the meaning of the Regulations) described in the OJEU Contract Notice; |
| e-Sourcing Suite | means the online tender management and administration system used by the Authority; |
| Final Score | means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 11.2; |
| Framework Agreement | means the contractually-binding terms and conditions set out at Appendix 3 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement; |
| Framework Guarantee | means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule [13] (Framework Guarantee) granted pursuant to Clause [8] of the Framework Agreement (Guarantee); |
| Framework Guarantor | means any person acceptable to the Authority to give a Framework Guarantee; |
| Framework Schedule | means a schedule to the Framework Agreement; |
| Services | means the services that may be provided by Suppliers, as set out at Appendix 2; |
| Group  | means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006; |
| Group of Economic Operators | means a group of economic operators acting jointly and severally to provide the Services; |
| Invitation to Tender or ITT | meansthis invitation to tender document together with its Appendices, published by the Authority in relation to this Procurement; |
| Lead Contact | means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire)  |
| Management Charge | means the sum paid by the Supplier to the Authority being an amount of [x] per cent (x%) of all charges for the services invoiced to Contracting Authorities (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call-Off Contract; |
| Management Information or MI | means the management information specified in Framework Schedule [9]; |
| Marking Scheme | means the range of marks that may be given to a Potential Provider by the Authority according to Appendix 5 – Non-financial Evaluation, and Appendix 6 – Financial Evaluation; |
| Maximum Score Available | means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 10.4.2; |
| Occasion of Tax Non-Compliance | means: (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: 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 (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. |
| OJEU Contract Notice | means the advertisement for this Procurement issued in the Official Journal of the European Union; |
| Potential Provider | has the meaning in paragraph 6.3; |
| Price Evaluation | means part of the Award Stage used to evaluate the charges tendered by a Potential Provider; |
| Price Score | means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 10.6.4; |
| Procurement | means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authorities as described in the OJEU Contract Notice; |
| Public Contracts Directive | means Directive 2014/24/EU of the European Parliament and of the Council; |
| Quality Evaluation | means the qualitative evaluation of a Tender undertaken during the Award Stage; |
| Quality Score | means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 10.4; |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made>) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time; |
| Selection Questionnaire | means the selection questionnaire set out at Appendix 1; |
| Selection Stage | has the meaning in paragraph 9.1; |
| Small Medium Enterprise or SME | means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>; |
| Standstill Period | has the meaning as set out in paragraph 11.7; |
| Sub-Contractor | means a third party which: 1. provides the Goods and/or Services (or any part of them);
2. provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or
3. is responsible for the management, direction or control of the Goods and/or Services (or any part of them);

pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract; |
| Supplier | means a Potential Provider with whom the Authority has concluded a Framework Agreement; |
| Tender | means the Potential Provider’s formal offer in response to the Invitation to Tender; |
| Tender Clarifications Deadline | means the time and date set out in paragraph 4.2 for the latest submission of clarification questions; |
| Tender Submission Deadline | means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and |
| Voluntary Community Social Enterprise or VCSE | means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives. |