



Crown
Commercial
Service

INVITATION TO TENDER

VEHICLE HIRE SERVICES

REFERENCE NUMBER

RM1062

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service. Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a multi Supplier Framework Agreement for the purchase of Services
- 1.2 This Invitation to Tender (ITT) and its Attachments contain the information and instructions that you need to submit a compliant completed Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph or in the glossary at paragraph 14.
- 1.3 Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Tender from this Procurement.
- 1.4 Please also read the Terms of Participation at Attachment 7 as they form part of this ITT and they will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority.
- 1.5 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.
- 1.6 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. To ensure all communications relating to this Procurement are received, you must ensure that the point of contact you nominate in the e-Sourcing Suite is accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.7 The Selection and Award Questionnaires have been published in the e-Sourcing Suite. Your responses to Selection and Award questions should be completed online in the e-Sourcing Suite. Further information on this can be found in Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance. Guidance on how to use the e-Sourcing Suite can be found here <https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>
- 1.8 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. You must read all the information contained within this ITT and its Attachments on the e-Sourcing Suite thoroughly so that questions or clarifications are not raised unnecessarily.
- 1.9 The Authority is managing this Procurement in accordance with its general obligations under the Regulations, and specifically in accordance with the open procedure (Regulation 27) and the requirements relating to framework agreements (Regulation 33).

2. THE FRAMEWORK AGREEMENT AND CALL-OFF AGREEMENTS

- 2.1 The intention of this Procurement is to conclude award of the Framework Agreement with successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.
- 2.2 The Framework Agreement will enable Authority (including the Authority) to place orders with Suppliers for the Services via Call-Off Agreements.
- 2.3 The Framework Agreement (including the Framework Schedules) and Call-Off Agreement terms and conditions are available at Attachments 4 and 6 on the e-Sourcing Suite. Please review the Framework Agreement and Call-Off Agreement carefully to understand the rights and obligations it confers on the parties.
- 2.4 The Framework Agreement and Call-Off Agreement terms are non-negotiable, whether during the Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7).

2.5 Following the Authority's decision to award and prior to execution the Authority will update the Framework Agreement to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's prices and the approach to delivering the Services.

2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers as defined in Schedule 9 of the Framework Agreement.

2.7 Authority(s)

2.7.1 The Framework Agreement will be available for use by Authority(s) throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in section VI of the OJEU Contract Notice.

2.7.2 Subject to paragraph 3.3 any relevant 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 Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.

2.8 The ordering process and further evaluation criteria

2.8.1 Authority(s) may place orders for any of the Services by direct award (i.e. without re-opening competition among Suppliers), or by further competition including use of an e-Auction. The procedures that Authority(s) use to make a direct contract award and or conduct a further competition (including use of an e-Auction) are set out in Framework Schedule 5 (Call-Off Procedure).

2.8.2 Authority(s) will use the evaluation criteria and weightings set out in Framework Schedule 6 (Award Criteria) to determine which Supplier should be awarded a Call-Off Agreement.

2.8.3 All orders placed by Authority(s) will be subject to the Call-Off Agreement terms and conditions contained within Framework Schedule 4 and at Attachment 6 supplemented as appropriate by such additional details as may be necessary.

2.8.4 The Call-Off Agreement may contain contract terms which have been modified to fit within the specific requirements of each Lot (i.e. Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6).

2.8.5 The Authority will manage the Supplier's day to day performance of the Call-Off Agreement.

3. REQUIREMENTS AND LOT STRUCTURE

3.1 A detailed description of the Services that a Supplier will be required to supply for a Lot in which it has been successful is set out at Framework Agreement Schedule 2 Part A (Services) of this ITT.

3.2 The Services covered by this Procurement have been sub-divided into 6 Lots as detailed in the table below. This table provides details of the maximum number of Suppliers that Framework Agreements will be concluded with respect of each Lot, subject to 1% (as described in paragraph 12.3)

LOT	DESCRIPTION	MAXIMUM NUMBER OF SUPPLIERS
Lot 1	UK: Passenger Car's Hire, Light Commercial Vehicles (LCV) Hire, General on road 4 x 4s Vehicles Hire.	4
Lot 2	UK 4x4 (with full off-road capability).	4

LOT	DESCRIPTION	MAXIMUM NUMBER OF SUPPLIERS
Lot 3	UK Minibus Hire.	4
Lot 4	Heavy Goods Vehicles (HGV's) and Heavy Commercial Vehicles (HCVs) over 3.5 tonnes Hire.	4
Lot 5	UK Car Share.	6
Lot 6	International Vehicle Hire	4

3.3 The maximum number of Suppliers for each Lot may increase only where two or more potential Providers have tied scores and are placed in the last position in respect of each Lot. In such cases, Potential providers who are tied with the same score in the last position for each Lot shall be deemed to be one Supplier for each Lot.

3.4 Where two or more Potential Providers have tied scores and are in a position except for the last position for each Lot, the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance where two Potential Providers are tied in the second position they will occupy that second position as well as third position, respectively for the purpose of calculating the maximum number of Suppliers in respect of the Lot in question. An example illustrating paragraph 3.3 and this paragraph is shown below at 12.3

3.5 Government policy will mandate that UK central Government departments, executive agencies and non-departmental public Body(s) purchase the Services using this Framework Agreement. Please note that any Government policy mandating the use of the Framework Agreement will not confer an exclusive right to supply on Suppliers Government may change its policy at any time during the term of the Framework Agreement without liability to Suppliers.

4. PROCUREMENT TIMETABLE

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

4.2 This timetable may be changed by the 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
22/04/2015	Despatch of the OJEU Contract Notice
23/04/2015	Release of the ITT to all Potential Providers
23/04/2015	Clarification period starts
17:00.00 GMT 20/05/2015	Clarification period closes (" Tender Clarifications Deadline ")
17:00.00 GMT 26/05/2015	Deadline for the publication of responses to Tender Clarification questions
15:00.00 GMT 04/06/2015	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
27/07/2015	Intention to award notification issued to successful and unsuccessful Potential Providers.
28/07/2015 to 06/08/2015	10 day Standstill Period (in accordance with Regulation 32)

DATE	ACTIVITY
07/08/2015	Planned date for appointment of Suppliers(s) to Frameworks(s)
10/08/2015	Expected commencement date for Framework Agreement(s)

- 4.3 Potential Providers who fail the Selection Stage or fail on grounds of non-compliance will be notified accordingly.

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this document and in its Attachments. For the avoidance of doubt a Potential Provider applying for multiple Lots is only required to submit one complete Tender Response detailing all the Lots for which it is applying in accordance with SQ1.4 of the Selection Questionnaire.
- 5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.
- 5.3 The Information and documents that you are required to complete and return in order to submit a compliant Tender are:
- 5.3.1 Attachment 2 Selection Questionnaire (in the e-Sourcing Suite);
 - 5.3.2 Attachment 3 Award Questionnaire (in e-Sourcing Suite);
 - 5.3.3 Attachment 9 Pricing Matrix Lot1 (uploaded as an attachment in the e-Sourcing Suite);
 - 5.3.4 Attachment 10 Pricing Matrix Lot2 (uploaded as an attachment in the e-Sourcing Suite);
 - 5.3.5 Attachment 11 Pricing Matrix Lot3 (uploaded as an attachment in the e-Sourcing Suite);
 - 5.3.6 Attachment 12 Pricing Matrix Lot4 (uploaded as an attachment in the e-Sourcing Suite);
 - 5.3.7 Attachment 13 Pricing Matrix Lot5 (uploaded as an attachment in the e-Sourcing Suite);
 - 5.3.8 Attachment 14 Pricing Matrix Lot6 (uploaded as an attachment in the e-Sourcing Suite);
 - 5.3.9 Attachment 15 Framework Agreement Population Template (uploaded as an attachment in the e-Sourcing Suite)
- 5.4 The Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:
- 5.4.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.
 - 5.4.2 You should ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
 - 5.4.3 Any incomplete or incorrect submissions may be deemed non compliant, and as a result you may be unable to proceed further in the procurement process.
 - 5.4.4 You are strongly advised to allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 5.5 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please download the Supplier Guidance Documentation <https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>
- 5.6 Additional Materials, Documents and Attachments

- 5.6.1 You must adhere to the following instructions;
- 5.6.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.6.1.2 Any additional documents requested by the Authority must only be attached at the question level in the e-Sourcing Suite using a unique, un-ambiguous and relevant file name as specified by the Authority in the question. Any documents must be submitted in the format requested by the Authority in the question.

5.7 Data Entry

- 5.7.1 A fully compliant Tender must adhere to the following instructions;
- 5.7.1.1 All answers in the Tender must be inserted into the relevant answer box located beneath the relevant question, unless an attachment is permitted. Only information entered into the relevant answer box or as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.
 - 5.7.1.2 The Tender must be submitted in the English (UK) language.
 - 5.7.1.3 All prices must be shown excluding VAT and in British Pounds Sterling (£).
 - 5.7.1.4 You must answer all requirements accurately and precisely.
 - 5.7.1.5 Where a number of options are offered as a response to a question, you must select the relevant option from the drop down list.
 - 5.7.1.6 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
 - 5.7.1.7 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). Any stated character limit is assumed to include spaces and punctuation.

5.8 Deadline for the submission of Tenders

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

5.9 Uploading and submitting a Tender

- 5.9.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.9.2 **All** Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will **not** be accepted.
- 5.9.3 Elements of a Tender may be opened and submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. Instructions explaining how to formally submit the Tender to the Authority are located within the e-Sourcing Suite.
- 5.9.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Upon the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any attachments as requested through the e-Sourcing Suite. Tenders cannot be modified by you after the Tender Submission Deadline.

- 5.9.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.9.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the rejection of your Tender.
- 5.10 Specific Losses
- 5.11 The Authority may disseminate information provided by a Potential Provider that is materially relevant to the Procurement to other Potential Providers subject to:
- 5.11.1 any procedures described in the Procurement Documentation for raising questions and/or seeking clarifications; and
- 5.11.2 any duty to protect commercial confidentiality in relation to the information contained within a Response unless such a duty is overridden by a requirement for disclosure under the FoIA, or the UK Government's requirements on transparency (as detailed within paragraph 10 of the Terms Of Participation).
- 5.12 From 2 April 2014 the Government is introducing its new Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All potential providers are encouraged to make themselves aware of the changes and identify any potential impacts in their Tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the tender process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the new GSC from 2 April 2014. The link below to the Gov.uk website provides information on the new GSC:
- <https://www.gov.uk/government/publications/government-security-classifications>
- 5.13 The Authority reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the GSC. In particular where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the tender as they apply to the tender process and/or any contracts awarded to you as a result of the tender process.
- 5.14 Cyber Essentials Scheme
- 5.14.1.1 To be awarded a place on the proposed Framework Agreement successfully it will be essential for the Supplier to meet the requirements of the Cyber Essentials Scheme, introduced in June 2014. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- 5.14.1.2 The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate.
- 5.14.1.3 The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and Cyber Essentials Plus certificates for organisations, has been designed in consultation with SMEs, including the Federation for Small Business, to be 'light-touch' and achievable at low cost. The two options give organisations a choice over the level of assurance they wish to gain and the cost of doing so. This scheme offers the right balance between providing additional assurance of an

organisation's commitment to implementing cyber security to third parties, while retaining a simple and low cost mechanism for doing so.

- 5.14.2 For the avoidance of doubt, no agreement will be signed with any awarded Supplier who does not demonstrate that the Cyber Essentials requirements are met in full. Please note that it will NOT be acceptable to submit a completed Cyber Essentials Common Questionnaire as evidence of the requirements being met, in the absence of appropriate verification by an independent Certification Body acceptable to the Authority.
- 5.14.3 Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

6. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUP OF ECONOMIC OPERATORS)

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic and technical capacity, as set out in the Selection Questionnaire, will be satisfied. This means the Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Tender must be completed in the name and 'voice' of the economic operator (typically a company or similar legal entity) assuming responsibility and liability for performance of the Framework Agreement, or in the case of a Group of Economic Operators the economic operator, that will ultimately enter into a Framework Agreement with the Authority and therefore assumes responsibility for performance of the Framework Agreement (the "**Potential Provider**").
- 6.3 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8, no organisation other than the Potential Provider will be able to provide Services through the Framework Agreement, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.4 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements their obligations. Where one of these approaches is adopted the following guidance set out in this paragraph must be followed.

6.5 Sub-contracting proposals

- 6.5.1 If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority via your response to question SQ1.2(b). Any Potential Provider using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s) in the Selection Questionnaire.
- 6.5.2 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on a Sub-Contractor, the name of the particular Sub-Contractor and explain the Sub-Contractor's capability and experience as the context of the question requires.
- 6.5.3 The Authority does not require all Sub-Contractors be disclosed. It only requires a Potential Provider to disclose those Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call-Off Agreement). There is no need to specify those Sub-Contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc) that indirectly enable the Potential

Provider to perform the Framework Agreement. For example if the Authority requires a Supplier to hold a particular licence – then the Potential Provider may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its Sub-Contractor 'XYZ Co'.

6.6 Group of Economic Operators proposals

- 6.6.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so:
 - 6.6.1.1 with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Agreement. Please note that in accordance with Regulation 19 the Authority may require the Group of Economic Operators to form a single legal entity for the purpose of concluding the Framework Agreement; or
- 6.6.2 Where a Group of Economic Operators Tender is being submitted on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the Group of Economic Operators.
- 6.6.3 Where the Potential Provider relies on the capability and/or experience of one or more Group of Economic Operators in its Tender 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.
- 6.6.4 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on a particular member of the Group of Economic Operators, the name of the particular Group of Economic Operators, member and explain the Group of Economic Operators member's capability and experience as the context of the question requires.

6.7 Queries

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

6.8 Changes to the contracting arrangements

- 6.8.1 The Authority recognises that arrangements in relation to Group of Economic Operators and sub-contracting may be subject to occasional change. You should therefore respond in the light of such arrangements as are currently envisaged. You are reminded that any future change in relation to the Group of Economic Operators membership and sub-contracting arrangements must be notified to the Authority at the earliest opportunity. The Authority will make a further assessment of the Tender by applying the selection criteria and/or award criteria to the new information provided.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to Group of Economic Operators and sub-contracting which are made following the award will be dealt with in accordance with clause 25 (Supply Chain Rights and Protection) of the Framework Agreement.

6.9 Declaration of Compliance

- 6.9.1 The Authority requires you to confirm within questions PR1 and PR2 of the Selection Questionnaire that each Sub-Contractor and/or Group of Economic Operators member named in the Tender has read, understood and complied with the statements contained within Attachment 8 - Declaration of Compliance Part B. This provides the Authority with assurance that statements made by or in relation to the Sub-Contractors and/or Group of Economic Operators members are accurate and

that they have participated in this Procurement in accordance with the terms of the ITT and the Terms of Participation in Attachment 7.

7. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable in set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 The Authority will not enter into exclusive discussions regarding the requirements of this Procurement with you.
- 7.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will subject to paragraph 5.11 publish all its responses to questions raised by you. Please be advised that the Authority has complete discretion regarding any matter raised by you is confidential and therefore you are advised that we may publish questions containing information that you may regard as confidential.
- 7.4 All responses to your questions will be published by the Authority in a “Questions and Answers” document, which will be available in the “Attachments” section of the e-Sourcing Suite.
- 7.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately two to three working day) intervals. The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, before the deadline for the publication of responses to Tender Clarifications questions (see Procurement Timetable set out in paragraph 4)
- 7.6 If you wish to ask a question or seek clarification without the Authority revealing the question and the answer on the e-Sourcing Suite, then 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 invite you to decide whether:
- 7.6.1 the question/clarification and the response should in fact be published; or
- 7.6.2 it wishes to withdraw the question/clarification.
- 7.7 The Authority may contact you at any time, both during the Procurement and post Award with information, or with directions which require your action.
- 7.8 You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that may affect how you complete your Tender.

8. OVERVIEW OF THE EVALUATION PROCESS

- 8.1 Paragraphs 9 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 two key stages;
- 8.1.1 Selection Stage evaluation - The Authority will assess responses to the Selection Questionnaire in accordance with paragraph 9 below (“**Selection Stage**”).
- 8.1.2 Award Stage evaluation - The Authority will assess responses to the Award Questionnaire in accordance with paragraph 10 below (“**Award Stage**”).
- 8.2 Tenders that do not meet the selection criteria at the Selection Stage will be disqualified from further consideration in this Procurement and will not be evaluated at the Award Stage.
- 8.3 Consensus Marking Procedure

- 8.3.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection and the Award Stages.
- 8.3.2 The Consensus Marking Procedure is a two step process, comprising of:
 - 8.3.2.1 independent evaluation; and
 - 8.3.2.2 group consensus marking.
- 8.3.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators' marks and related justifications will be recorded separately in the e-Sourcing Suite.
- 8.3.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:
 - 8.3.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
 - 8.3.4.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
 - 8.3.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should attributed to each Potential Provider's answer to the question.
 - 8.3.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.
 - 8.3.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 8.3.5 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be locked by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.

9. SELECTION STAGE EVALUATION

- 9.1 The information submitted in response to the Selection Questionnaire will enable the Authority to consider your legal, economic and technical capacity. If you fail to respond comprehensively and accurately to the Background Questions, your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from further evaluation in the Procurement.

9.2 Stage 1

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

9.3 Stage 2 – Background Questions – Financial Standing

- 9.3.1 The information you submit in response to the Background Questions will be used to carry out an assessment of your economic and financial standing. If in response to the Background Questions, you indicate that a guarantee will be provided, the Authority will perform an assessment of the guarantor's economic and financial standing in accordance with this paragraph 9.3.
- 9.3.2 The Authority uses a credit reference agency (currently 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 Background Questions. 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 'average' or better (where a standard International score is available) then you will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 9.3.3 If any of the following circumstances arise:
- 9.3.3.1 the score provided by Experian (where a standard UK score is available) is less than 51;
 - 9.3.3.2 the risk level is above (i.e. worse than) average (where a standard international score is available); or
 - 9.3.3.3 no standard Experian score is available for your organisation,
- 9.3.4 then the Authority may ask the Potential Provider to provide a copy of its audited accounts for the most recent two years (or any other information which the Authority acting transparently and objectively, considers who would be appropriate taking into account the circumstances of the Potential Provider) and any one or more of the following in respect of its organisation or its guarantor (as the case may be):
- 9.3.4.1 a statement of your turnover profit and loss account and cash flow for the most recent year of trading;
 - 9.3.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 9.3.4.3 an alternative means of demonstrating financial status if trading for less than a year.
- 9.3.5 The Authority will use the information described in paragraph 9.3.4, in addition to a detailed Experian report (where available) to assess whether organisation's or your guarantor's financial risk is average or better. This will be performed using the Authority's financial assessment template which can be found at Attachment 17 which covers a range of financial risk indicators, similar to those used by credit reference agencies.
- 9.3.6 If the Authority then determines (in accordance with paragraph 9.3.5 that the financial risk is determined as being average or better, you will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 9.3.7 If the Authority determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being above (i.e. worse than) average, then (subject to 9.3.8 below) the Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.
- 9.3.8 If the Authority carries out a financial risk assessment on your organisation and its financial risk is determined as being above (i.e. worse than) average and you did not indicate that a guarantee will be provided, the Authority may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor the Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 above in respect of the guarantor; please note that the Authority will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'.

9.4 Stage 3 - Selection Questionnaire Section 2 – Grounds for Rejection

9.4.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in question SQ2, it is very likely your Tender will be rejected and disqualified from further participation in this Procurement. If any of the statements do apply, you should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the Tender will be permitted to proceed any further in this Procurement.

9.4.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to question SQ3 and SQ4 (Discretionary grounds for rejection) apply. If you cannot answer 'No' to every statement it is possible that your Tender will be rejected and disqualified from further participation in this procurement. If any of the statements do apply, you should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the Tender will be permitted to proceed any further in this Procurement.

9.5 Stage 4 - Selection Questionnaire Section Participation Requirement – Terms of Participation and Declaration of Compliance

9.5.1 Question PR1 requires confirmation that you have read, understood and will comply with the Terms of Participation without caveats or limitations as published in Attachment 7. Question PR1 is a pass/fail question. If you fail to select option 'YES', you will be unable to continue in the procurement

9.5.2 Question PR2 require confirmation that you have read, understood and will comply with the statements contained within Attachment 8 (Declaration of Compliance). PR2 is relevant only for those tenders which include Sub-Contractors and Group of Economic Operators however all Potential Providers must answer every question. Question PR2 is a pass/fail question. If you fail to select option 'YES', you will be unable to continue in the procurement

9.6 Stage 5 - Selection Questionnaire Section 7 – Framework Specifics

9.6.1 If a Potential Provider is unable to answer 'YES' to questions SQ7.1(a), SQ7.1(f) and SQ7.1(g) then their Tender will be rejected and will be unable to continue in the Procurement. For questions SQ7.1(b), SQ7.1(c) and SQ7.1(d) if you cannot answer 'NO' to every statement it is possible that your Tender will be rejected and disqualified from further participation in this procurement. If any of the statements do apply, you should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the Tender will be permitted to proceed any further in this Procurement.

9.6.2 If a Potential Provider is unable to answer 'YES' or 'NO BUT WILL HAVE IN PLACE' to questions SQ7.1(e), then their Tender may be rejected and may be unable to continue in the Procurement.

9.7 Stage 6 – Selection Questionnaire Section 6 – Technical and Professional Ability

9.7.1 Evaluators will assess responses to question SQ6.1, SQ6.2, SQ6.3, SQ6.4, SQ6.5 and SQ6.6 and award a mark based on the criteria set out in the Selection Questionnaire Response Guidance, Evaluation and Marking Scheme in Attachment 2.

9.7.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure

- 9.7.3 If, following completion of the Consensus Marking Procedure any response to questions SQ6.1, SQ6.2, SQ6.3, SQ6.4, SQ6.5 and SQ6.6 is awarded a 'Fail', the Tender will not proceed to evaluation at Award Stage (as described in paragraph 10) for that particular Lot, and will be disqualified from further consideration for the purposes of that Lot within this Procurement.

9.8 Selection of Tenders for the Award Stage evaluation

- 9.8.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
- 9.8.1.1 pass the compliance check at Stage 1 above;
 - 9.8.1.2 meet the financial standing requirement at Stage 2 above; and
 - 9.8.1.3 meet the standards set out in Regulation 57 at Stage 3 above;
 - 9.8.1.4 achieve a 'Pass' to all the questions in Stage 4 above,
 - 9.8.1.5 achieve a 'Pass' to all evaluated questions in Stage 5 above; and
 - 9.8.1.6 achieve a 'Pass' to all evaluated questions in Stage 6 above
 - 9.8.1.7 will proceed to the Award Stage evaluation (as described in paragraph 10). All other Tenders will be disqualified from further consideration for the purposes of this Procurement.

9.9 Selection Stage – Evaluation Summary Table

Section			Evaluated
Section 1 – Potential Provider Details			
SQ1.1 Potential Provider details			
SQ1.1(a)	Potential Provider Name or Name of Lead Contact for Group of Economic Operators	Compliance	N/A
SQ1.1(b)	Registered Office address (if applicable)	Compliance	N/A
SQ1.1(c)(i)	Trading Status options (a) – (e)	Compliance	N/A
SQ1.1(c)(ii)	Trading Status option (f) OTHER (please specify)	Compliance	N/A
SQ1.1(d)	Date of Registration	Compliance	N/A
SQ1.1(e)	Company Registration number (if applicable)	Compliance	N/A
SQ1.1(f)	Charity Registration number (if applicable)	Compliance	N/A
SQ1.1(g)	Head Office DUNS number	Compliance	N/A
SQ1.1(h)	Registered VAT number	Compliance	N/A
SQ1.1(i) – (i)	Whether registered in professional or trade register	Compliance	N/A
SQ1.1(i) – (ii)	Registration details if registered in professional or trade register	Compliance	N/A

SQ1.1(j) – (i)	Whether legal requirement for you to obtain particular authorisation	Compliance	N/A
SQ1.1(j) – (ii)	Details of authorisation if required	Compliance	N/A
SQ1.1(k)	Trading name to be used if successful in procurement	Compliance	N/A
SQ1.1 (l)	Ownership Model	Compliance	N/A
SQ1.1(m)	SME	Compliance	N/A
SQ1.1(n)	Parent Company Details	Compliance	N/A
SQ1.1(o)	Ultimate Parent Company Details	Compliance	N/A
SQ1.2 Bidding Model			
SQ1.2(a)(i)	Whether bidding as the Lead Contact for a Group of Economic Operators	Compliance	N/A
SQ1.2(a)(ii)	Name of Group of Economic Operators (if applicable)	Compliance	N/A
SQ1.2(a)(iii)	Proposed Legal Structure if Framework awarded	Compliance	N/A
SQ1.2(a)(vi)	Details for each member of Group of Economic Operators	Compliance	N/A
SQ1.2(b)(i)	Use of Sub-Contractors	Compliance	N/A
SQ1.2(b)(ii)	Details of Sub-Contractors	Compliance	N/A
SQ1.3 Contact Details			
SQ1.3(a)	Contact Name for Tender	Compliance	N/A
SQ1.3(b)	Postal Address of Tender Contact	Compliance	N/A
SQ1.4 Lots			
Lot 1	UK Vehicle Hire: Passenger Car's Hire, Light Commercial Vehicles (LCV) Hire, General on road 4 x 4 Vehicles Hire	Information Only	N/A
Lot 2	UK 4 x 4 Vehicle Hire (with full off-road capability)	Information Only	N/A
Lot 3	UK Minibus Hire	Information Only	N/A

Lot 4	Heavy Goods Vehicles (HGV's) and Heavy Commercial Vehicles (HCV's) over 3.5 tonnes Hire	Information Only	N/A
Lot 5	UK Car Share	Information Only	N/A
Lot 6	International Vehicle Hire	Information Only	N/A
Section 2 - Grounds for Mandatory Exclusion			
SQ2	Grounds for Mandatory Rejection	Evaluation	Pass/Fail
Section 3 – Grounds for Discretionary Exclusion – Part 1			
SQ3	Grounds for Discretionary Rejection	Evaluation	Pass/Fail
Section 4 – Grounds for Discretionary Exclusion – Part 2			
SQ4	Grounds for Discretionary Rejection	Evaluation	Pass/Fail
Section 5 – Economic and Financial Standing			
Option One SQ5.1	Financial Assessment in respect of a Framework Guarantor	Evaluation	Pass/Fail
SQ5.3	Minimum Level of Economic and Financial Standing	Evaluation	Pass/Fail
SQ5.4(a)	Provision of Framework Guarantee by Parent Company	Compliance	N/A
SQ5.4(b)	Provision of Framework Guarantee from a non-Parent Company	Compliance	N/A
SQ5.4(c)	Details of Framework Guarantee Provider if not a Parent Company	Compliance	N/A
Section 6 – Technical and Professional Ability			
Lot 1 – UK Vehicle Hire: Passenger Car Hire's, Light Commercial Vehicles (LCV) Hire, General on road 4 x 4s Vehicle Hire			
SQ6.1(a)	Example of Previous Contract 1	Evaluation	Pass/Fail
SQ6.1(b)	Example of Previous Contract 2	Evaluation	

Lot 2 –UK 4 x 4 Vehicle Hire (with full off-road capability)			
SQ6.2(a)	Example of Previous Contract 1	Evaluation	Pass/Fail
SQ6.2(b)	Example of Previous Contract 2	Evaluation	
Lot 3 – UK Minibus Hire			
SQ6.3(a)	Example of Previous Contract 1	Evaluation	Pass/Fail
SQ6.3(b)	Example of Previous Contract 2	Evaluation	
Lot 4 – Heavy Goods Vehicles (HGV’s) and Heavy Commercial Vehicles (HCV) over 3.5 tonnes			
SQ6.4(a)	Example of Previous Contract 1	Evaluation	Pass/Fail
SQ6.4(b)	Example of Previous Contract 2	Evaluation	
Lot 5 – UK Car Share			
SQ6.5(a)	Example of Previous Contract 1	Evaluation	Pass/Fail
SQ6.5(b)	Example of Previous Contract 2	Evaluation	
Lot 6 – International Vehicle Hire			
SQ6.6(a)	Example of Previous Contract 1	Evaluation	Pass/Fail
SQ6.6(b)	Example of Previous Contract 2	Evaluation	
Section 7 – FRAMEWORK SPECIFICS			
SQ7.1A - Insurance			
SQ7.1a(i)	Employers’ (Compulsory) Liability Insurance	Evaluation	Pass/Fail
SQ7.1a(ii)	Public Liability Insurance	Evaluation	Pass/Fail
SQ7.1a(iii)	Professional Indemnity Insurance	Evaluation	Pass/Fail
SQ7.1a(iv)	Product Liability Insurance	Evaluation	Pass/Fail
SQ7.1B – Compliance with equality legislation			

SQ7.1C – Environmental Management
SQ7.1D – Health & Safety
SQ7.1E – Cyber Essentials
SQ7.1F – Quality Management System
SQ7.1G – Framework Agreement Terms and Conditions

10. AWARD STAGE EVALUATION

- 10.1 Tenders successfully completing the Selection Stage evaluation as described in paragraph 9 will be subject to further evaluation in accordance with this paragraph 10.
- 10.2 The Award Stage evaluation will comprise of:
- 10.2.1 The Award Stage evaluation will comprise of:
- 10.2.2 an evaluation of Potential Providers answers to the Award Questionnaire (“Quality Evaluation”); and
- 10.2.3 an evaluation of the prices tendered in Attachment 9 – Pricing Matrix Lot 1, Attachment 10- Pricing Matrix Lot 2, Attachment 11 - Pricing Matrix Lot 3, Attachment 12 - Pricing Matrix Lot 4, Attachment 13 - Pricing Matrix Lot 5 and Attachment 14 - Pricing Matrix Lot 6 (“Price Evaluation”)
- 10.2.4 The maximum possible score capable of being achieved by a Potential Provider for any Lot for which they have competed will be 100 marks (being the sum of the scores achieved for Quality Evaluation and Price Evaluation i.e. 60 + 40)
- 10.2.5 The Quality Evaluation for all Lots is weighted as 60%. The Price Evaluation for all Lots is weighted as 40%.
- 10.3 The maximum possible score capable of being achieved by a Potential Provider for any Lot for which they have competed will be 100 points (being the sum of the scores achieved for Quality Evaluation and the Price Evaluation i.e. 60 + 40)
- 10.4 Available scores summarised by Lot

LOT	QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
Lot 1	60	40	100
Lot 2	60	40	100
Lot 3	60	40	100
Lot 4	60	40	100

Lot 5	60	40	100
Lot 6	60	40	100

10.5 Quality Evaluation Process

10.5.1 The questions in Section A of the Award Questionnaire are assessed on a YES/NO basis. If you receive a 'NO' for any of these questions your Tender will be rejected and disqualified from further participation in this procurement.

10.5.2 The evaluation of each of the scored questions in Section B of the Award Questionnaire (i.e. questions AQB1, AQB2 and AQB3), Section C of the Award Questionnaire (i.e. questions AQC1 and AQC2) and Section D of the Award Questionnaire (i.e. questions AQD1 and AQD2) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.3.

10.5.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

SECTION B – SCORED QUESTIONS FOR ALL LOTS	
MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
25	25% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

SECTION C – SCORED QUESTIONS FOR SPECIFIC LOTS 1, 2, 3, 4 & 6	
MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

SECTION D – SCORED QUESTIONS FOR LOT 5 ONLY	
MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

10.5.4 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("Quality Score"). See worked example in the table.

QUESTION NUMBER	SUBJECT	QUESTION SUB-WEIGHTING	MARK	WEIGHTED SCORE
AQB1	Account Management	25%	50	12.5
AQB2	Order Process	25%	75	18.75
AQB3	Complaints Procedure	5%	25	1.25
Total of sub-weighted scores – Total Sub-Weighted Score				32.5
Total weighted score multiplied by 60% Quality				19.5
Quality Score				19.5

QUESTION NUMBER	SUBJECT	QUESTION SUB-WEIGHTING	MARK	WEIGHTED SCORE
AQC1	Service Delivery	25%	66	16.5
AQC2	Additional Charges	20%	100	20
Total of sub-weighted scores – Total Sub-Weighted Score				36.5
Total weighted score multiplied by 60% Quality				21.9
Quality Score				21.9

QUESTION NUMBER	SUBJECT	QUESTION SUB-WEIGHTING	MARK	WEIGHTED SCORE
AQD1	Service Delivery	25%	66	16.5
AQD2	Additional Charges	20%	33	6.6
Total of sub-weighted scores – Total Sub-Weighted Score				23.1
Total weighted score multiplied by 60% Quality				13.86
Quality Score				13.86

10.5.5 To proceed to the next stage of the evaluation, Potential Providers must achieve a 'PASS' for all mandatory questions in Section A and achieve or exceed the Minimum Quality Threshold of a "Total Sub-Weighted Score" of 32.5. Potential Providers who 'FAIL' any questions in Section A or receive a "Total Sub-Weighted Score" of less than 32.5 will be deemed as having failed in this procurement and the Tender will be rejected and disqualified from further participation in this Procurement.

Overview of Quality Evaluation Criteria and Weightings

SECTION A – MANDATORY QUESTIONS LOT 1 ONLY		
Mandatory Requirements – LOT 1 UK Vehicle Hire: Passenger Car's Hire, Light Commercial Vehicles (LCV) Hire, General on road 4 x 4s Vehicles Hire		
	Specification Reference	

AQA1	3.1	Vehicle Specifications	YES/NO
AQA2	3.2	Account Management	YES/NO
AQA3	3.3	Documentation	YES/NO
AQA4	3.4	Breakdown and Roadside Assistance	YES/NO
AQA5	3.5	Accident/Incident Reporting	YES/NO
AQA6	3.6	Maintenance	YES/NO
AQA7	3.7	Replacement Vehicles	YES/NO
AQA8	3.8	Motor Insurance Database	YES/NO
AQA9	3.9	Airport Service	YES/NO
AQA10	3.10	Data Security Management	YES/NO
AQA11	3.11	Confidentiality/Enhanced Security	YES/NO
AQA12	3.12	Hours of Service	YES/NO
AQA13	3.13	Booking Arrangements	YES/NO
AQA14	3.14	Delivery and Collection	YES/NO
AQA15	3.15	Cancellation/Abortive Delivery and Collection	YES/NO
AQA16	3.16	Payment and Invoicing	YES/NO
AQA17	3.17	Taking Vehicles to Other Countries	YES/NO
AQA18	3.18	Fuels	YES/NO
AQA19	3.19	Special Requirements of Authority(s)	YES/NO
AQA20	3.20	Sustainability	YES/NO
AQA21	3.21	Key Performance Indicators	YES/NO
AQA22	3.22	Penalties, Fines and Congestion Charges	YES/NO
AQA23	3.23	Nominated Crown Travel & Venue Service (RM3735) Companies	YES/NO
AQA24	3.24	The Hire Period	YES/NO
AQA25	3.25	Mileage Restrictions	YES/NO
AQA26	3.26	General Requirements	YES/NO
SECTION A - MANDATORY QUESTIONS LOT 2 ONLY			
Mandatory Requirements – LOT 2 UK 4x4 Vehicle Hire (with full off road capability)			
	Specification Reference		

AQA27	4.1	Vehicle Specifications	YES/NO
AQA28	4.2	Account Management	YES/NO
AQA29	4.3	Documentation	YES/NO
AQA30	4.4	Breakdown and Roadside Assistance	YES/NO
AQA31	4.5	Accident/Incident Reporting	YES/NO
AQA32	4.6	Maintenance	YES/NO
AQA33	4.7	Replacement Vehicles	YES/NO
AQA34	4.8	Motor Insurance Database	YES/NO
AQA35	4.9	Airport Service	YES/NO
AQA36	4.10	Data Security Management	YES/NO
AQA37	4.11	Confidentiality/Enhanced Security	YES/NO
AQA38	4.12	Hours of Service	YES/NO
AQA39	4.13	Booking Arrangements	YES/NO
AQA40	4.14	Delivery and Collection	YES/NO
AQA41	4.15	Cancellation/Abortive Delivery and Collection	YES/NO
AQA42	4.16	Payment and Invoicing	YES/NO
AQA43	4.17	Taking Vehicles to Other Countries	YES/NO
AQA44	4.18	Fuels	YES/NO
AQA45	4.19	Special Requirements of Authority(s)	YES/NO
AQA46	4.20	Sustainability	YES/NO
AQA47	4.21	Key Performance Indicators	YES/NO
AQA48	4.22	Penalties, Fines and Congestion Charges	YES/NO
AQA49	4.23	The Hire Period	YES/NO
AQA50	4.24	Mileage Restrictions	YES/NO
AQA51	4.25	General Requirements	YES/NO
SECTION A - MANDATORY QUESTIONS LOT 3 ONLY			
Mandatory Requirements – LOT 3 UK Minibus Hire			
	Specification Reference		
AQA52	5.1	Vehicle Specifications	YES/NO
AQA53	5.2	Account Management	YES/NO
AQA54	5.3	Documentation	YES/NO
AQA55	5.4	Breakdown and Roadside Assistance	YES/NO
AQA56	5.5	Accident/Incident Reporting	YES/NO
AQA57	5.6	Maintenance	YES/NO
AQA58	5.7	Replacement Vehicles	YES/NO
AQA59	5.8	Motor Insurance Database	YES/NO
AQA60	5.9	Airport Service	YES/NO

AQA61	5.10	Data Security Management	YES/NO
AQA62	5.11	Confidentiality/Enhanced Security	YES/NO
AQA63	5.12	Hours of Service	YES/NO
AQA64	5.13	Booking Arrangements	YES/NO
AQA65	5.14	Delivery and Collection	YES/NO
AQA66	5.15	Cancellation/Abortive Delivery and Collection	YES/NO
AQA67	5.16	Payment and Invoicing	YES/NO
AQA68	5.17	Taking Vehicles to Other Countries	YES/NO
AQA69	5.18	Fuels	YES/NO
AQA70	5.19	Special Requirements of Authority(s)	YES/NO
AQA71	5.20	Sustainability	YES/NO
AQA72	5.21	Key Performance Indicators	YES/NO
AQA73	5.22	Penalties, Fines and Congestion Charges	YES/NO
AQA74	5.23	Nominated Crown Travel & Venue Service (RM3735) Companies	YES/NO
AQA75	5.24	The Hire Period	YES/NO
AQA76	5.25	Mileage Restrictions	YES/NO
AQA77	5.26	General Requirements	YES/NO

SECTION A - MANDATORY QUESTIONS LOT 4 ONLY

Mandatory Requirements – LOT 4 Heavy Goods Vehicles (HGVs) and Heavy Commercial Vehicles (HCVs) over 3.5 tonnes Hire.

	Specification Reference		
AQA78	6.1	Vehicle Specifications	YES/NO
AQA79	6.2	Account Management	YES/NO
AQA80	6.3	Documentation	YES/NO
AQA81	6.4	Breakdown and Roadside Assistance	YES/NO
AQA82	6.5	Accident/Incident Reporting	YES/NO
AQA83	6.6	Maintenance	YES/NO
AQA84	6.7	Replacement Vehicles	YES/NO
AQA85	6.8	Motor Insurance Database	YES/NO
AQA86	6.9	Data Security Management	YES/NO
AQA87	6.10	Confidentiality/Enhanced Security	YES/NO
AQA88	6.11	Hours of Service	YES/NO
AQA89	6.12	Booking Arrangements	YES/NO
AQA90	6.13	Delivery and Collection	YES/NO
AQA91	6.14	Cancellation/Abortive Delivery and Collection	YES/NO
AQA92	6.15	Payment and Invoicing	YES/NO
AQA93	6.16	Taking Vehicles to Other Countries	YES/NO

AQA94	6.17	Fuels	YES/NO
AQA95	6.18	Special Requirements of Authority(s)	YES/NO
AQA96	6.19	Sustainability	YES/NO
AQA97	6.20	Key Performance Indicators	YES/NO
AQA98	6.21	Penalties, Fines and Congestion Charges	YES/NO
AQA99	6.22	The Hire Period	YES/NO
AQA100	6.23	Mileage Restrictions	YES/NO
AQA101	6.24	General Requirements	YES/NO
SECTION A - MANDATORY QUESTIONS LOT 5 ONLY			
Mandatory Requirements – LOT 5 UK CAR SHARE			
	Specification Reference		
AQA102	7.1	General Requirements	YES/NO
AQA103	7.2	Vehicle Specifications	YES/NO
AQA104	7.3	Account Management	YES/NO
AQA105	7.4	Documentation	YES/NO
AQA106	7.5	Breakdown and Roadside Assistance	YES/NO
AQA107	7.6	Accident/Incident Reporting	YES/NO
AQA108	7.7	Maintenance	YES/NO
AQA109	7.8	Motor Insurance Database	YES/NO
AQA110	7.9	Data Security Management	YES/NO
AQA111	7.10	Hours of Service	YES/NO
AQA112	7.11	Payment and Invoicing	YES/NO
AQA113	7.12	Fuels	YES/NO
AQA114	7.13	Special Requirements of Authority(s)	YES/NO
AQA115	7.14	Sustainability	YES/NO
AQA116	7.15	Key Performance Indicators	YES/NO
AQA117	7.16	Penalties, Fines and Congestion Charges	YES/NO
SECTION A - MANDATORY QUESTIONS LOT 6 ONLY			
Mandatory Requirements – LOT 6 International Vehicle Hire			
	Specification Reference		
AQA118	8.1	Vehicle Specifications	YES/NO
AQA119	8.2	Account Management	YES/NO
AQA120	8.3	Documentation	YES/NO
AQA121	8.4	Breakdown and Roadside Assistance	YES/NO
AQA122	8.5	Accident/Incident Reporting	YES/NO
AQA123	8.6	Maintenance	YES/NO
AQA124	8.7	Replacement Vehicles	YES/NO

AQA125	8.8	Motor Insurance Database	YES/NO
AQA126	8.9	Airport Service	YES/NO
AQA127	8.10	Data Security Management	YES/NO
AQA128	8.11	Confidentiality/Enhanced Security	YES/NO
AQA129	8.12	Hours of Service	YES/NO
AQA130	8.13	Booking Arrangements	YES/NO
AQA131	8.14	Delivery and Collection	YES/NO
AQA132	8.15	Cancellation/Abortive Delivery and Collection	YES/NO
AQA133	8.16	Payment and Invoicing	YES/NO
AQA134	8.17	Taking Vehicles to Other Countries	YES/NO
AQA135	8.18	Fuels	YES/NO
AQA136	8.19	Special Requirements of Authority(s)	YES/NO
AQA137	8.20	Sustainability	YES/NO
AQA138	8.21	Key Performance Indicators	YES/NO
AQA139	8.22	Penalties, Fines and Congestion Charges	YES/NO
AQA140	8.23	Nominated Crown Travel & Venue Service (RM3735) Companies	YES/NO
AQA141	8.24	The Hire Period	YES/NO
AQA142	8.25	Mileage Restrictions	YES/NO
AQA143	8.26	General Requirements	YES/NO

SECTION B - SCORED QUESTIONS FOR ALL LOTS

QUESTION		Marking Scheme	Weighting (%)
AQB1	Account Management	100/75/50/25/0	25
AQB2	Order Process	100/75/50/25/0	25
AQB3	Complaints Procedure	100/75/50/25/0	5

SECTION C - SCORED QUESTIONS FOR SPECIFIC LOTS 1, 2, 3, 4 & 6

QUESTION		Marking Scheme	Weighting (%)
AQC1	Service Delivery	100/66/33/0	25
AQC2	Additional Charges	100/66/33/0	20

SECTION D - SCORED QUESTIONS LOT 5 ONLY

QUESTION		Marking Scheme	Weighting (%)
AQD1	Service Delivery	100/66/33/0	25

AQD2	Additional Charges	100/66/33/0	20
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SECTION E – INFORMATION ONLY – ALL LOTS

QUESTION		Marking Scheme	Weighting (%)
AQE1	Data Security	N/A	N/A

11. PRICE EVALUATION PROCESS

- 11.1 The Price Evaluation is weighted at 40%.
- 11.2 The instructions in this section 11 refer to Attachment 9 – Pricing Matrix Lot 1, Attachment 10 – Pricing Matrix Lot 2, Attachment 11 – Pricing Matrix Lot 3 Attachment 12 – Pricing Matrix Lot 4, Attachment 13 – Pricing Matrix Lot 5 and Attachment 14 – Pricing Matrix Lot 6
- 11.3 Prices submitted by you in Attachment 9, Attachment 10, Attachment 11, Attachment 12, Attachment 13 or Attachment 14 for those Lots tendered for, will be evaluated in accordance with the following process.
- 11.4 You are required to submit a price for each Vehicle and associated charges supplied to the specification described in Framework Schedule 3.
- 11.5 The Potential Provider with the lowest 'Grand Total' price, shall be awarded the maximum score available. The remaining Potential Providers shall be awarded a percentage of the score available equal to their "Grand Total" price, relative to the lowest "Grand Total" price submitted.
- 11.6 You are required to provide a price for every Vehicle listed within the Lots you are Tendering for. A failure to provide a price where one is required is likely to result in the Tender being deemed non-compliant and disqualified from further participation in the Procurement in respect of the affected Lot.
- 11.6.1.1 The Authority will evaluate the total price Tendered for a Lot by comparing the prices offered against all other prices submitted by other Potential Providers for the same Lot.
- 11.6.1.2 The Potential Provider with the lowest price in each Lot, shall be awarded the Maximum Score Available. The remaining received marks on a pro rata basis from the cheapest to the most expensive price.
- 11.6.1.3 The calculation used is the following:

$$\text{Price Score} = \frac{\text{Lowest 'Grand Total' price tendered}}{\text{Potential Providers tender 'Grand Total' price}} \times 100 \text{ Maximum Score Available}$$

11.6.2 Example:

	Grand Total Price(Rental Charges plus, Insurance and Additional Charges)	Price Mark Maximum Mark 100	Price Score Weighted 40%. (Maximum Price Score 40) s
Potential Provider A	20,000	50.00	20.00
Potential Provider B	12,000	83.33	33.33
Potential Provider C	14,000	71.43	21.43
Potential Provider D	12,000	83.33	28.57

Potential Provider E	10,000	100.00	40.00
Potential Provider F	10,000	100.00	40.00

- 11.6.2.1 Table 1 shows 6 fictitious Potential Providers who are Tendering for Lot 1.
- 11.6.2.2 The table shows the Grand Total price for each Potential Provider (calculated from adding together the Total Hire Rental charges, Total Insurance and the Total Additional Charges submitted
- 11.6.2.3 The Authority will evaluate each Grand total price submitted for Lot 1, by comparing it against all other prices submitted by other Potential Providers for the same Lot.
- 11.6.2.4 The Potential Provider who submits the lowest grand total price for Lot 1 will receive 100% of the available marks which is the maximum score.
- 11.6.2.5 The maximum number of marks available for each Potential Providers 'Grand Total' price is 100 marks.
- 11.6.2.6 Where two or more Potential Providers submit an equal lowest 'Grand Total' price, then these Potential Providers will achieve 100% of the maximum marks available.
- 11.6.2.7 Every other Potential Provider who submitted a 'Grand Total' price for Lot 1 will be awarded a percentage of the maximum score available relative to the lowest 'Grand Total' price submitted.
- 11.6.2.8 For example, using the fictitious table above, Potential Provider A submitted a Grand Total price of £20000
- 11.6.2.9 The lowest Grand Total price submitted by a Potential Provider for Lot 1 was Potential Provider E, who submitted 10,000
- 11.6.2.10 However Potential Provider F also submitted a Grand Total price of 10,000
- 11.6.2.11 The Authority will apply the following calculation to all other submissions:
- 11.6.2.12 $\text{Lowest Grand Total price tendered} \times 100$
- 11.6.2.13 Potential Providers Tender Grand Total price
- 11.6.2.14 The Price Evaluation is weighted at 40% therefore Potential Providers E and Potential Provider F both achieve a maximum Price Score of 40. Please see Paragraph 11.6.2 for a worked example for how the Authority will calculate the Grand Total price.

11.7 Price Evaluation methodology

- 11.7.1 The Price Evaluation process as described in paragraph 11 will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
- 11.7.2 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 the Procurement process.
- 11.7.3 Paragraph 11.6.2 of this ITT illustrates how a 'Grand Total price' for each Lot will be evaluated. The worked example and consists of a series of tables which provide a worked example for Lot 1, Lot 2 Lot 3, Lot 4, Lot 5 and Lot 6. The worked examples are provided for illustrative purposes only; the prices used are fictitious and are provided purely to demonstrate how the Price Evaluation methodology will be applied.
- 11.7.4 If a Vehicle Day Rate you have provided is abnormally low the Authority may reject your offer. The steps the Authority will take in this event are as follows:

11.7.4.1 To request in writing an explanation of the abnormally low Vehicle Day Rate, which may include explanations of;

- (a) The economics of the Services provided;
- (b) The technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
- (c) The originality of the Services.
- (d) Your compliance with the provisions relating to employment protection and working conditions in force at the place where the contract is to be performed; or
- (e) The possibility of you obtaining State aid;

11.7.4.2 To take account of the evidence provided in response; and

11.7.4.3 To subsequently verify with you the Vehicle Day Rate being abnormally low.

11.7.4.4 Rounding of calculations undertaken in the Price Evaluation process in this Procurement will be calculated to two decimal places using the standard Excel 2010 formula.

11.7.4.5 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 the Procurement process.

11.7.5 When the score for each Lot has been determined it will become the overall score for the Price Evaluation ("**Price Score**").

11.8 Final Score

11.8.1 Rounding takes place in the e-Sourcing Suite, rounding up to 2 decimal places. The Authority will not apply any other rounding. All results will be ranked by the highest score.

11.8.2 The Quality Score awarded for a Lot will be added to the Price Score for the same Lot to determine the final score for each Potential Provider in the applicable Lot ("**Final Score**").

12. FINAL DECISION TO AWARD

12.1 Following evaluation of Potential Providers' Tenders in accordance with the evaluation process set out in this ITT, Framework Agreements will be concluded with those Potential Providers who offer the most economically advantageous Tenders (MEAT) starting from the Potential Provider with the highest score up to the maximum number of Suppliers that will be appointed to each Lot as set out in the table in paragraph 3 (Requirements and Lot Structure).

12.2 For the purposes of determining the final decision to award all the results will be ranked from highest score downwards. The Authority will then appoint the number of Suppliers to each Lot of the Framework Agreement as stated in paragraph 3 (Requirements and Lot Structure)

12.3 The maximum number of suppliers for each Lot may increase only where two or more Potential providers have tied scores and are placed in the last position in respect of each lot. In such cases, Potential Providers who are tied with the same score in the last position for each lot shall be deemed to be one supplier for the purpose of calculating the maximum number of Suppliers for each Lot. The Authority will award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of each awarded last place position score only. For avoidance of doubt last place for Lot 1, Lot 2, Lot 3, Lot 4, and Lot 6 is 4th position and for Lot 5 is 6th position.

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

- 12.5 Should one of the Potential Providers within the top ranked positions decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 12.6 Following a Standstill Period of 10 calendar days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 12.7 The term Standstill Period is set out in Regulation 87 and, in summary, is a period of ten calendar days following the notification of an intention to award decision in a framework agreement or contract tendered via the Official Journal of the European Union, during which the Authority must not enter into the contract or conclude the Framework Agreement or contract 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 formally awarded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 12.8 In the event that there is a substantive challenge to the Procurement and such a challenge is confined to any one or more particular Lots, the Authority reserves the right to the extent that it is lawful to do so to conclude a Framework Agreement with the successful Potential Providers in respect of those Lots that have not been so challenged.
- 12.9 Complaints during the procurement process are conducted under the Official Journal for the European Union (OJEU) in line with the Public Contracts Regulations (2015). Our processes are conducted in a fair, open and transparent manner. We are committed to developing constructive relationships with suppliers and are keen to generate maximum competition in all of our procurements to deliver best value and sustainable cost savings for the taxpayer. The procurement process is managed by our sourcing team, independently from our category teams who manage the relationships with existing suppliers. The outcome of the evaluation process is totally dependent on the competitive strength of the individual bid submissions, regardless of the bidder's size or place on existing / previous arrangements. We are committed to treating all suppliers fairly and all feedback and complaints are given full and fair consideration. If at any stage we believe that a mistake has been made by us, please be assured that we will rectify it to the extent that we can legally do so. In order to complain you must first be registered on the eSourcing tool for the relevant procurement event. All complaints must be raised via the eSourcing tool messaging facility. If you are still aggrieved at the outcome of a procurement competition and wish to challenge it, then you should issue legal proceedings under Part 9 (Applications to the Court) of the Public Contracts Regulations 2015 (as amended) and serve them on the Government Legal Services in accordance with the Civil Procedure Rules Part 66 (Crown Proceedings) and its associated Practice Direction. Please note that service by email is subject to prior agreement with the Head of Litigation at the Government Legal Services Department and is not routinely given.

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

- 13.1 The Authority considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply at Call-Off Agreement level under all Lots of this Framework Agreement. The Authority considers TUPE to be an issue in respect to all Lots on the basis that there is organised grouping of employees dedicated to providing these services under the current arrangements. It is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances at individual Call-Off Agreement stage under this Framework Agreement and to act accordingly.

14. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means the Minister for the Cabinet Office (" Cabinet Office ") represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP; In this procurement, the Authority is acting as part of the Crown.
Award Questionnaire	means the award questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 8.1.2;
Background Questions	has the meaning in paragraph 9.1;
Bid Fields	mean the bid fields set out in the e-Sourcing Suite;
Call-Off Agreement	means a specific contract awarded by a Authority under the terms of the Framework Agreement. The template Call-Off Agreement terms and conditions, to be used for every Call-Off Agreement awarded under the terms of the Framework Agreement, are at Attachment 6;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.3;
Contract Value	means the value stated in the OJEU contract Notice Section II
Contracting Authority(s)	means the Authority and/or any other Authority(s) described in the OJEU Contract Notice;
e-Auction	means the procurement tool used by the Authority, using web-based software which allows Potential Providers to compete online and in 'real time', providing prices for the Services under auction.
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 11.8;
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Schedule	means a schedule to the Framework Agreement;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services ;
Key Sub-Contractors	means any Sub-Contractor which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services;
Invitation to Tender or ITT	means this invitation to tender document and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;

Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the responses to the Selection and Award Questionnaires;
Lot	means a discrete sub-division of the Services which are the subject of this Procurement as described in the OJEU Contract Notice;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 0.5 per cent (0.5%) of all charges for the services invoiced to Authority(s) (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call-Off Agreement;
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 depending on the quality of its response to a question as set out in Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 10.5.3;
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 6.2;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 11.7.5;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Authority(s) as described in the OJEU Contract Notice;
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 10.5.4
Regulations	means the Public Contracts Regulations 2015 (located at http://www.legislation.gov.uk/uksi/2015/102/pdfs/ukxi_20150102_en.pdf and the Public Contracts (Scotland) Regulations 2012;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 8.1.1;
Services	means the Services that may be provided by Suppliers, as set out at Framework Schedule 2;
Standstill Period	has the meaning as set out in paragraph 12.7;
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;
Sub-Contractor	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
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 for the latest submission of clarification questions;

Tender Submission Deadline	means the time and date set out in paragraph 4 for the latest uploading of Tenders; and
Vehicle Day Rate	The price of a day hire (24 hours) of a Vehicle commencing from the time of hire,