

**INVITATION TO TENDER**

**NATIONAL FUELS FRAMEWORK**

**REFERENCE NUMBER**

**RM 3801**

**ATTACHMENT 1**

Contents

[1. INTRODUCTION 4](#_Toc468958149)

[2. THE FRAMEWORK AGREEMENT AND CALL OFF Contracts 5](#_Toc468958150)

[3. ReqUirements 6](#_Toc468958151)

[4. procurement timEtable 7](#_Toc468958152)

[5. completiNG AND SUBMITTING A tender 8](#_Toc468958153)

[6. CONTRACTING ARRANGEMENTS (Sub-contractORS AND groups of economic operators) 11](#_Toc468958154)

[7. QUESTIONS AND CLARIFICATIONS 13](#_Toc468958155)

[8. OVERVIEW OF THE EVALUATION PROCESS 14](#_Toc468958156)

[9. COMPLIANCE/VALIDATION STAGE 15](#_Toc468958157)

[10. SELECTION STAGE EVALUATION 15](#_Toc468958158)

[11. AWARD STAGE EVALUATION 24](#_Toc468958159)

[12. FINAL DECISION TO AWARD 37](#_Toc468958160)

[13. THE ARMED FORCES COVENANT 38](#_Toc468958162)

[14. GLOSSARY 39](#_Toc468958163)

ATTACHMENT 2 PARTICIPATION REQUIREMENTS AND SELECTION QUESTIONNAIRE AND GUIDANCE

ATTACHMENT 2a LOT GROUP 1

ATTACHMENT 2b LOT 3

ATTACHMENT 2c LOT 4

ATTACHMENT 2d LOT 5

ATTACHMENT 3 AWARD QUESTIONNAIRE RESPONSE GUIDANCE, EVALUATION AND MARKING SCHEME

ATTACHMENT 4 FRAMEWORK AGREEMENT

ATTACHMENT 4a CALL OFF CONTRACT

ATTACHMENT 5 FRAMEWORK SCHEDULE 2: PART A: PRODUCTS AND SERVICES

ATTACHMENT 6 PRICING MATRIX

ATTACHMENT 6a PRICING MATRIX INSTRUCTIONS

ATTACHMENT 7 DECLARATION OF COMPLIANCE

ATTACHMENT 8 TERMS OF PARTICIPATION

ATTACHMENT 9 FINANCIAL ASSESSMENT TEMPLATE

ATTACHMENT 10 FRAMEWORK AGREEMENT POPULATION TEMPLATE

ATTACHMENT 11a LOT GROUP 1 LIQUID FUELS HISTORICAL VOLUME DATA

ATTACHMENT 11b LOT 2 LIQUIFIED GAS HISTORICAL VOLUME DATA

ATTACHMENT 12 SECURITY REQUIREMENT

ATTACHMENT 13 SUPPLIER GUIDANCE

~~ATTTACHMENT 14 EAUCTION RULES~~

1. INTRODUCTION
   1. Welcome to this Procurement which is being managed by Crown Commercial Service.
   2. Crown Commercial Service is referred to as the Authority within this Invitation to Tender (ITT), and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
   3. This Procurement will establish a multi Supplier Framework Agreement for the provision of National Fuels Framework. The Framework Agreement will consist of five (5) Lots:
      1. Lot Group 1 - Liquid Fuels. This Lot consists of 14 Regional Lots and the Supplier can tender for any Regional Lot and any product type for which they have capability to deliver. The Potential Provider shall supply liquid fuels for heating, automotive, marine and aviation purposes to Contracting Authorities throughout the term of the Framework Agreement and any Call Off Contracts.
      2. Lot 2 - Liquefied Gas. The Supplier shall supply and deliver all types of liquefied gases to various contracting bodies across the UK during the life of the framework. The Supplier may also be required to supply and install on a lease or purchase basis bulk storage tanks to various Contracting Authority’s across the whole of the UK throughout the term of the Framework Agreement and any Call Off Contracts.
      3. Lot 3 - Solid Fuel and Biomass Fuel. The Supplier shall supply and deliver solid fuel and biomass fuel products to various Contracting Authorities across the UK throughout the term of the Framework Agreement and any Call Off Contracts.
      4. Lot 4 - Greases, Lubricants and Antifreeze. The Supplier shall provide the supply, packaging and delivery of lubricants, greases, antifreeze and associated products to Contracting Authorities throughout the term of the Framework Agreement and any Call Off Contracts
      5. Lot 5 - Associated Products and Services. The Supplier shall supply and deliver all types of additional products and services directly associated to the products to be delivered under Lots 1- 4 under this Framework Agreement to various Contracting Authorities across the whole of the UK throughout the Framework Agreement and any Call Off Contracts.
   4. A Framework Agreement will be awarded to multiple Potential Providers for all Lots – Lot Group 1, consists of 14 Regional Lots 101 to 114, Lot 2, Lot 3, Lot 4 and Lot 5.
   5. Further descriptions of Lot Group 1 consisting of 14 Regional Lots 101 to 114 inclusive, Lot 2, Lot 3, Lot 4 and Lot 5 can be found in Attachmemnt 05 Framework Schedule 2: Part A: Products and Services.
   6. The purpose of this Framework Agreement is to appoint Potential Providers who shall be responsible for the provision of National Fuels Framework to Contracting Authorities.
   7. The duration of this Framework Agreement is two (2) years with an option to extend for one period of twelve (12) months plus a further period of twelve (12) months (2+1+1).
   8. This ITT contains the information and instructions that you need to follow to submit a completed compliant Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph in which such words appear or in the glossary at paragraph 15 of this ITT.
   9. Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments 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 of this ITT.
   10. The Terms of Participation - Attachment 8 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in the online ‘Conditions of Participation’ section within Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, that you accept the Terms of Participation. If you do not select ‘Yes’ to this acceptance you will be excluded from this Procurement.
   11. 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 of this ITT.
   12. 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.
   13. Your responses to the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and the Award Questionnaire Response Guidance, Evaluation and Marking Scheme - Attachment 3 have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found by accessing the link below and the Supplier Guidance Document - Attachment 13.

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

* 1. You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please ensure you have read all the information contained within this ITT and its Attachments on the e-Sourcing Suite.
  2. 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).

1. THE FRAMEWORK AGREEMENT AND CALL OFF Contracts
   1. This Procurement will result in the award of the Framework Agreement to successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.
   2. The Framework Agreement will enable Contracting Authorities to place orders with Suppliers for the Products and Services via Call-Off Contracts, via direct award and further competition.
   3. The published Framework Agreement (including the Framework Schedules) are available at Attachment 4 and Call-Off Contract (including the Call Off Schedules) terms and conditions are available at Attachment 4a. Please carefully review these documents so that you fully understand the rights and obligations they confer on the parties.
   4. The Framework Agreement and Call-Off Contract 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.
   5. Following the Authority’s decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider’s charges, pricing methodology and the approach to delivering the Products and Services
   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 and clause 20 of the Framework Agreement.
   7. **Contracting Authorities**
      1. The Framework Agreement will be available for use by the Authority and/or Contracting Authorities throughout the whole of the UK, including England, Northern Ireland, Scotland and Wales as described in the OJEU Notice.
      2. Any relevant Contracting Authorities may purchase the Products and Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply to the Supplier or guarantee that the Supplier will receive any business at all under the Framework Agreement.
   8. **The ordering process and further evaluation criteria**
      1. Contracting Authorities may award Call Off Contracts for any of the Products and Services. The procedures that the Authority and/or Contracting Authorities use to make a Call Off Contract are set out in Call Off Contract - Attachment 4a.
      2. All Call Off Contracts awarded by the Authority and/or Contracting Authorities will be subject to the Call Off Contract terms and conditions contained within the Call Off Contract - Attachment 4a supplemented as appropriate by such additional details as may be necessary and permissible.
      3. The Contracting Authorities will manage the Supplier's day to day performance of the Call Off Contract it has entered into with the Supplier.
2. ReqUirements
   1. A detailed description of the Products and Services that a Supplier will be required to supply for a Lot in which it has been successful is set out at Framework Schedule 2: Part A: Products and Services - Attachment 5 and a short description is contained in the OJEU Notice. A copy of the OJEU Notice is published at the following link:

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>.

* 1. The Products and Services covered by this Procurement have been sub divided into five (5) Lots, as detailed in the table below. This table provides details of the maximum number of Potential Providers with which the Framework Agreement will be concluded.

| **LOT** | **DESCRIPTION** | **MAXIMUM NUMBER OF SUPPLIERS** |
| --- | --- | --- |
| Lot Group 1 | Liquid Fuel (14 Regional Lots) | Minimum number of Suppliers in each Regional Lot is 1 up to a maximum of 10. Maximum number of 140 Suppliers overall for Lot Group 1 (10 per regional Lot ) |
| Lot 2 | Liquefied Gas | 3 |
| Lot 3 | Solid Fuel and Biomass Fuel | 30 |
| Lot 4 | Greases, Lubricants and Antifreeze | 3 |
| Lot 5 | Associated Products and Services | 40 |

* 1. Potential Providers have the opportunity to bid for all or any combination of Lot Group1 or the other 4 Lots.
     1. In Lot Group 1 101 to 114 inclusive, Lot 2, Lot 3, Lot 4 and Lot 5, 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 Lot Group 1 or Lot 2, 3, 4, and 5.
     2. The Authority will award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position only. For the avoidance of doubt, the last position is 10th for each Regional Lots 101 to 114, 3rd for Lot 2, 30th for Lot 3, 3rd for Lot 4 and 40th for Lot 5
     3. Where two or more Potential Providers have tied scores and are in any 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 until the number of positions it is intended to award for each Lot have been filled. For instance where three Potential Providers are tied in 3rd position they will occupy the 3rd position as well as the 4th and 5th positions respectively for the purpose of calculating the maximum number of Suppliers in respect of the Lot in question.
  2. Details of the estimated value of Call Off Contracts placed under this Framework Agreement are defined in the OJEU Notice Section II.1.4. This is an indicative figure and there is no guarantee that Products and Services to this value will be awarded through this Framework Agreement.
  3. For the avoidance of doubt, Potential Providers may apply for a place on the Framework for any number or combination of Lots, as listed in paragraph 3.2 above.

1. procurement timEtable
   1. The anticipated timetable for this Procurement is set out in the table below.
   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** |
| --- | --- |
| 05/4/2017 | Dispatch of the OJEU Notice |
| 07/04/2017 | Clarification period starts |
| 24/04/2017 at 15:00 GMT | Clarification period closes (“**Tender Clarifications Deadline**”) at 15:00 |
| 02/05/2017 | Deadline for the publication of responses to Tender Clarification questions |
| 08/05/2017 at 15:00 GMT | Deadline for submission of Tenders to the Authority (“**Tender Submission Deadline”)** at 15:00. |
| ~~06/07/2017 09:30~~ | ~~eAuction for Lot 4~~ |
| 10/07/2017 | Intention to award notification issued to successful and unsuccessful Potential Providers. |
| 20/07/17 | Ten (10) day Standstill Period (in accordance with Regulation 87) ends at midnight at the end of the 20/07/17. |
| 21/07/2017 | Confirmation of Award |
| 24/07/2017 | Expected commencement date for Framework Agreement(s) |

1. completiNG AND SUBMITTING A tender
   1. To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and in its Attachments.
   2. You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.
   3. The information and documents that you are required to complete and return in order to submit a compliant Tender are:

* Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance (in the e-Sourcing Suite);

Lot table applicable to the Lots that you are tendering for:

* Attachment 2b - Lot Group 1 which consists of 14 Regional Lots 101 to 114
* Attachment 2c - Lot 3
* Attachment 2d - Lot 4
* Attachment 2e - Lot 5
* Attachment 3 - Award Questionnaire Response Guidance, Evaluation and Marking Scheme (in the e-Sourcing Suite);
* Attachment 6 – Pricing Matrix;
* Attachment 10 - Framework Agreement Population Template (uploaded as an Attachment in the e-Sourcing Suite to SQ8.2;
* Any other additional documentation expressly requested by the Authority.
  1. 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:
     1. It is your responsibility to ensure that you have submitted a fully compliant Tender.
     2. You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
     3. Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be excluded from further participation in the Procurement process.
     4. 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. For technical guidance on how to complete questions and text fields and how to upload any requested Attachments please download the Supplier Guidance Documentation [here](https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers) or at Supplier Guidance Document - Attachment 13.
  2. **Additional Materials, Documents and Attachments**
     1. You must adhere to the following instructions;
        1. No additional Attachments should be submitted with a Tender unless specifically requested by the Authority.
        2. Any additional documents requested by the Authority must only be attached at the question level using the paperclip icon aligned to the question (not at Questionnaire level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority. They must be submitted in the format requested by the Authority.
  3. **Data Entry**
     1. A fully compliant Tender must adhere to the following instructions;
        1. All responses must be inserted into the relevant text fields unless an Attachment is additionally permitted, located beneath the relevant question, no Attachments are permitted except where specifically requested by the Authority. Only information entered into the relevant text fields or information specifically requested by the Authority and uploaded as an Attachment will be taken into consideration for the purposes of evaluating a Tender.
        2. The Tender must be submitted in the English (UK) language.
        3. All Prices must be shown excluding VAT and in Sterling (£).
        4. You must answer all questions accurately and as fully as possible, within the character limits specified.
        5. Where options are offered as a response to a question, you must select the relevant option from the drop down list.
        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.
        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). The stated character limit includes spaces and punctuation.
  4. **Deadline for the submission of Tenders**
     1. All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).
  5. **Late Tenders**
     1. Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is entirely at the Authority’s discretion.
  6. **Uploading and submitting a Tender**
     1. You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
     2. All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
     3. 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 Supplier Guidance Document - Attachment 13 or download Supplier Guidance Documentation [here](https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers) for details of how to formally submit the Tender.
     4. 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.
     5. You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
     6. Your Tender must remain valid and capable of acceptance by the Authority for a period of one hundred and twenty (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.
  7. **Specific Losses**
     1. The Authority will not be liable for any Tender costs, expenditure, work or effort incurred by a Potential Provider in proceeding with or participating in this Procurement, including if the Procurement process is amended, cancelled or withdrawn by the Authority.
  8. **Confidentiality**
     1. Potential Providers must not collude with or disclose the fact of their intention to submit a Tender to other Potential Providers.
     2. The Authority may disclose information provided by a Potential Provider in accordance with Regulation 21(2) of the Regulations.
     3. Customer contacts named in the Selection Questionnaire do not owe the Authority a duty of care or have legal liability, except for any maliciously false statement of fact.
     4. 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.
  9. **Data Security – Cyber Essentials Scheme**
     1. On 2 April 2014 the Government introduced a new Government Security Classifications (GSC) scheme to replace the 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 GSC introduced on 2 April 2014. The link below to the Gov.uk website provides information on the GSC:

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

* + 1. 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 process and/or any contracts awarded to you as a result of the Tender process.
  1. **Cyber Essentials Scheme**
     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 the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

* + 1. The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate, which is also likely to be the cheapest way to demonstrate compliance.
    2. 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 (2) 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.
    3. For the avoidance of doubt, no Call Off Contract will be signed with any awarded Supplier who does not demonstrate that 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.
    4. 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.

1. CONTRACTING ARRANGEMENTS (Sub-contractORS AND groups of economic operators)
   1. 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 Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, will be satisfied. This means the Authority needs clarity on how Tenders are structured in terms of organisations contributing to them.
   2. The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or Sub-Contracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in this paragraph must be followed.
   3. 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 6.5.4 below.
   4. With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.9), no organisation other than the Potential Provider will be able to provide the Products and Services through this 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 of companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
   5. **Sub-contracting proposals**
      1. You need to complete question SQ1.2 (b) – (ii) in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, if you propose to use one (1) or more Sub-Contractors.
      2. If you need to rely on the capability and/or experience of one (1) or more Sub-Contractors in your Tender to demonstrate your ability to provide the Products and Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.
      3. A Potential Provider’s 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 explain the Sub-Contractor’s role, capability and experience as the context of the question requires.
      4. The Authority does not require all Sub-Contractors to be disclosed. You need only 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 Contract). 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. Please read the definition of Sub-Contractor in Framework Schedule 1 - Framework Agreement - Attachment 4.
   6. **Group of Economic Operator proposals**
      1. If a Group of Economic Operators wish to act jointly to provide the Products and Services they may do so with all Parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of this Framework Agreement including any Call Off Contract.
      2. Please note that in accordance with Regulation 19(6) of the Regulations 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 this Framework Agreement.
      3. The Group of Economic Operators should nominate a Lead Contact to lead the Tender process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.
      4. The Lead Contact should complete questions SQ1.2 (a) (i) – (iii) in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 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.
      5. Where the Lead Contact relies on the capability and/or experience of one (1) or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators’ ability to provide the Products and Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
      6. The Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the 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.
   7. **Queries**
      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.
   8. **Changes to the contracting arrangements**
      1. The Authority recognises that arrangements in relation to Sub-Contractors 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-Contractors 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 Call Off Contract.
      2. 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 25.1 of the Framework Agreement - Attachment 4.
   9. **Declaration of Compliance**
      1. 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 Compliance - Attachment 7. You do this in the e-Sourcing Suite (Participation Requirements Questionnaire, question PR3. 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 and the Terms of Participation - Attachment 8.
2. QUESTIONS AND CLARIFICATIONS
   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 set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
   2. 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.
   3. If you ask any questions and/or raise clarifications please do not refer to your identity in the body of the question.
   4. Questions asked and/or clarifications raised will be responded to in a “Questions and Answers” document, which will be available in the “Attachments” section of the e-Sourcing Suite. Responses to questions will not identify the originator of the question and will be answered in batches, rather than one (1) at a time, with updates appearing at regular (approximately four (4) Working Days) intervals.
   5. 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 clarification questions (see Procurement Timetable set out in paragraph 4).
   6. If you wish to ask a question or seek clarification in confidence 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 inform you and you will have an opportunity to withdraw the question and/or clarification. If the question and/or clarification is not withdrawn, then the response will be issued to all Potential Providers.
   7. 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. The Authority reserves the right to contact you at any time, for clarification on all and/or any part of your Tender during the Procurement process and which is likely to require a prompt response from you.
3. OVERVIEW OF THE EVALUATION PROCESS
   1. Paragraphs 9, 10 and 11 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 decide to run concurrently:
      1. **Compliance/Validation Stage** – 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 e-Sourcing Suite ‘Participation Requirements’ section in accordance with paragraph 9 below **(“Compliance/Validation Stage”).** Non-compliant Tenders may be excluded from this Procurement by the Authority.
      2. **Selection Stage evaluation** - The Authority will assess responses to the Selection Questionnaire 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.
      3. **Award Stage evaluation** - The Authority will assess responses to the Award Questionnaire in accordance with paragraph 11 below **(“Award Stage”).**
   2. **Consensus Marking Procedure**
      1. Questions 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.
      2. The Consensus Marking Procedure is a two-step process, comprising of:
         1. Independent evaluation; and
         2. Group consensus marking.
   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.
   4. When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by the consensus marker as follows:
      1. The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
      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.
      3. During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider’s answer to the question.
      4. The consensus marker will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.
      5. The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
   5. When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.
4. COMPLIANCE/VALIDATION STAGE
   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, including in the event further questions are asked or clarification is sought by the Authority but fail to produce a satisfactory response, be rejected by the Authority without proceeding to the next stage of evaluation.
   2. If you cannot answer ‘yes’ to the questions in the Participation Requirements Section PR1, PR2 and PR3 – Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, your Tender shall be excluded from further involvement in this Procurement.
   3. If you cannot answer ‘yes’ to the questions in the Participation Requirements Section PR4, PR5 and PR6 – Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, your submission of a compliant Tender is at significant risk of being excluded from further involvement in this Procurement.
   4. Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.
5. SELECTION STAGE EVALUATION
   1. Potential Providers must read, in conjunction with this Section 10 of the ITT, the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2. 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.
   2. **Stage 1 - Selection Questionnaire Section 2 and 3 – Exclusion Grounds**
      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 Section 2 of the Selection Questionnaire - Attachment 2, then, subject to paragraph 10.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).
      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 Section 3 (Grounds for discretionary exclusion) of the Selection Questionnaire - Attachment 2 apply. If you cannot answer ‘No’ to every statement it is possible, subject to paragraph 10.2.3, your Tender will be excluded from this Procurement.
      3. ‘Self Cleaning’ (Covering both mandatory and discretionary exclusion)
         1. If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively “self cleans” the situation, the Authority could decide that the 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.

* + - 1. The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.
  1. **Stage 2 - Selection Questionnaire Section 4 – Economic and Financial Standing**
     1. The information you submit in Selection Questionnaire Sections 1.1 Potential Provider Information and Section 1.2 Tendering model in the Selection Questionnaire and Evaluation Guidance – Attachment 2, will be used to carry out an assessment of your economic and financial standing. If in response to question SQ4.1b and SQ4.1d, you indicate that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor’s economic and financial standing in accordance with this paragraph 10.3.1.
     2. The Authority uses a Credit Reference Agency as the first step in determining financial risk**.** The Authority will request a Credit Reference Agency financial risk/failure score based on the information provided in the response to the Selection Questionnaire. The report provided by the Credit Reference Agency will be used to determine the level of financial risk you represent. If the score provided by the Credit Reference Agency is 26 or more, for Lots 1, 2, 3, 4 and 5, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
     3. If any of the following circumstance arise:
        1. The score provided by the Credit Reference Agency is less than 26 for Lots 1, 2. 3, 4 and 5;
        2. No standard Credit Reference Agency score is available for your organisation.
     4. Then the Authority may ask you to provide a copy of your audited accounts for the most recent two (2) years and/or one or more of following in respect of your organisation or proposed Framework Guarantor (as the case may be):
        1. a statement of your turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading;
        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
        3. an alternative means of demonstrating financial status.
     5. The Authority will use the information described in paragraph 10.3.4, in addition to a detailed Credit Reference Agency report (where available) to assess whether your organisation’s or your proposed Framework Guarantor’s financial risk is acceptable. This will be performed using the Authority's Financial Assessment Template - Attachment 9, which covers a range of financial risk indicators.
     6. If the Authority then determines (in accordance with paragraph 10.3.5) that the financial risk is determined as being acceptable, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
     7. If the Authority determines (in accordance with paragraph 10.3.5) that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that your nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 10.3.2 to 10.3.7 in respect of the proposed Framework Guarantor.
     8. Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at paragraph 10.3.4 has not been provided, then the Tender will be excluded from further involvement in this Procurement.
     9. If you are tendering 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 (1) or more members of the Group of Economic Operators is determined as having an unacceptable 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 10.3.2 to 10.3.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains acceptable, the Tender will be excluded from further involvement in this Procurement.
  2. **Stage 3 - Selection Questionnaire Section 5, 6, 7 and 8 –Framework Specific Questions, Technical and Professional Ability, Modern Slavery Act 2015 and Additional Questions.**
     1. Section 5 - Potential Providers, are required for question SQ5.1 (a) Lot Group 1 to select the Regional Lots and the products and or services they can supply
     2. For Lots 2, 3, 4 and 5 indicate which Lot you are tendering for by selecting the relevant Lot(s) from the pick list menu.
     3. Section 5 – SQ5.1(b) to SQ5.1(e) Potential Providers who are Tendering for Lots 1, 3, 4 and/or 5 to download the attachment and complete the table indicating which Regions and Products and/or Services they can supply. Once the table is complete Potential Providers should upload the attachment (in excel format) using the paperclip icon aligned to the question.
     4. Section 5 – SQ5.1(f) to SQ5.1(h) Response to the questions will be assessed and awarded a ‘**Pass’** or a ‘**Fail’** based on the criteria below;
        1. Potential Providers who are Tendering for Lots 3, 4 and/or 5 must be able to provide a current electronic catalogue or have one in place to upload on the Authority’s website by the commencement date of the first Call Off Contract and throughout the duration of the Framework Agreement and any Call Off Contracts as set out in Attachment 5 Framework Schedule 2: Part A: Products and Services and that all of the content for the catalogue will be maintained. If you answer “Yes” to (i) or (ii) then you will be awarded a **‘Pass’.** If you answer “NO” then you will be awarded a **‘Fail’,** your Tender submission will be excluded from further participation in this Procurement.
     5. Section 6 - Responses to questions – Technical and Professional Ability will be assessed and awarded a **‘Pass’** or a **‘Fail’** based on the criteria set out in Participation Requirements and Selection Questionnaire and Guidance – Attachment 2.
        1. Potential Providers, who are submitting Tenders for Lot Group 1, Lot 2, 3, 4 and/or 5, must provide details of two (2) contracts from either public or private sectors which are similar in scope, scale and complexity to the Products and Services.
        2. Evaluators will assess responses to the questions in Section 6 and award a ‘**Pass’** or a ‘**Fail’** based on the criteria below:
     + Please describe the compatible contract example where similar requirements to those sought under this procurement have been performed and how it’s performance demonstrates the technical and professional requirements for Lot Group 1, Lot 2, 3, 4 and/or 5 in the following areas as detailed in Attachment 4 –Framework, Schedule 2 Part A : Products and Services

Provide a description of the contract including:

* + - Clear identification of the Products and Services provided which must demonstrate experience of delivering the mandatory requirements
    - Describe the Products / Service delivered;
    - The role you undertook in delivery of the service including any relationships with third parties;
    - The process you utilised to understand the customer’s specific requirements; and
    - the process you utilised to monitor performance against the contract deliverables.
    1. These criteria are also set out in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and Potential Providers must also reference within their response a comparison to the requirements as set out in Framework Schedule 2: Part A: Products and Services - Attachment 5.
    2. The evaluation of responses will be completed in accordance with the Consensus Marking Procedure. If, following completion of the Consensus Marking Procedure any response to a question in Section 6 is determined to constitute a **‘Fail’,** the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 10.5.2 and will be excluded from further consideration for the purposes of this Procurement.
    3. Response to the questions in Section 7 Modern Slavery Act 2015 will be assessed and awarded a “**Pass**” or a “**Fail**” based on the response set out below:
       1. If, following completion of the assessment of the responses to question SQ7.1 (a) to SQ7.1 (d), the answer is determined to constitute a “**Fail**”, your Tender submission will be excluded from further participation in this Procurement.
       2. Section 7- Modern Slavery Act 2015 will be assessed and awarded a “**Pass**” or a “**Fail**” based on the criteria set out below:
       3. SQ7.1(a) if you meet the minimum turnover requirements stipulated in the Regulations under section 54;
    - You are required to answer “Yes” to SQ7.1(a) and are required to provide a response to SQ7.1(b);
    - If you answer “Yes” to SQ7.1(b) you are required to provide the relevant website in response to SQ7.1(c);
    - If you answer “No” to SQ7.1(b) you are required to provide an explanation in response to SQ7.1(c);
    - If you answer “Yes” to SQ7.1 (b) and provide a URL (at SQ7.1(c)) or an explanation that is satisfactory to the Authority (at SQ7.1 (d)) then you will be awarded a “**Pass**”.
    - If you answer “Yes” to SQ7.1 (b) and do not provide a relevant link (at SQ7.1(c)) or an explanation that is satisfactory to the Authority (at SQ7.1 (d)) then you will be awarded a “**Fail**”.
    - SQ7.1(a), if you do not meet the minimum turnover requirements as stipulated in the Regulations under section 54, you are required to answer “No” or “N/A” to SQ7.1(a) and will be awarded a “**Pass**”, you are not required to provide a response to SQ7.1(b), SQ7.1(c) and SQ7.1(d).
    1. Response to the questions in Section 8 – Additional Questions SQ8.1(a) to SQ8.1(e) will be assessed on a “**Pass”** or a **“Fail”** based on the response set out below;
       1. If you answer “Yes” to SQ8.1 (a), SQ8.1 (b), SQ8.1(c) and/or SQ8.1 (d) regarding the levels of insurance cover, then you will be awarded a “**Pass**”. If you answer “No” to any of the following SQ8.1 (a), SQ8.1 (b), SQ8.1(c) and/or SQ8.1 (d), then you will be awarded a “**Fail**” and excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage
       2. If within Lot 3 you are bidding to supply Biomass Fuel and you answer “Yes” to SQ8.1(e) for Lot 3 regarding being a member or in the process of working towards becoming a member of the British Standard List of Biomass Suppliers then you will be awarded a “**Pass”**. If you answer “No” to SQ8.1 (e), and you are bidding to supply Biomass Fuel then you will be awarded a “**Fail**” and excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
       3. If you answer “Yes” to SQ 8.1(f) regarding supply of fuel types and are compliant with the required quality in accordance with the relevant European and British Standards (or equivalent) Suppliers then you will be awarded a “**Pass”**. If you answer “No” to SQ8.1 (f), then you will be awarded a “**Fail**” and excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
       4. If you answer “Yes” to SQ 8.1(g) and/or (h) regarding all necessary licences and are compliant with good industry practice for the storage and delivery or the products requested then you will be awarded a “**Pass”**. If you answer “No” to SQ8.1 (g) and/or (h), then you will be awarded a “**Fail**” and excluded from further participation in this Procurement. If you self certify that you meet the contract specific regulatory and legislative requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
       5. SQ8.2 - Potential Providers are required to download Framework Population Template – Attachment 10 and complete all details. Once the document is complete Potential Providers should upload the attachment using the paperclip icon aligned to the question.
       6. Section 8.3 - Cyber Essentials Scheme Question SQ8.3a will be evaluated “**Pass**” or “**Fail**”. You are required to answer “Yes” to this question. If you do not answer “Yes” to this question you will be excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
  1. **Selection of Tenders for the Award Stage evaluation**
     1. Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
        1. pass the compliance checks stated in paragraph 9;
        2. are not excluded under the provisions of Stage 1 above;
        3. acceptable in terms of the economic and financial standing requirements at Stage 2 above;
        4. meet the standards set out in Regulation 58 at Stage 3 above; and
        5. achieve a 'Pass' to all the questions in sections 5, 6, 7 and 8 of Stage 3 above, will proceed to the Award Stage evaluation (as described in paragraph 11). All other Tenders will be excluded from this Procurement.
     2. Potential Providers who do not meet the criteria at the Selection Stage evaluation or are excluded on grounds of non-compliance will be notified accordingly.
  2. **Selection Stage – Evaluation Summary Table**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Part 1 : Potential Providers Information** | | | | | **Evaluated** | | |
| **Section 1.1 – Potential Provider Information** | | | | | | | |
| SQ1.1(a) | Potential Provider name | | Compliance | |  | | |
| SQ1.1(b) (i) | Registered office address | | Compliance | |  | | |
| SQ1.1(b) (ii) | Registered website address | | Compliance | |  | | |
| SQ1.1(c) | Trading status | | Compliance | |  | | |
| SQ1.1(d) | Date of registration in country of origin | | Compliance | |  | | |
| SQ1.1(e) | Company registration number | | Compliance | |  | | |
| SQ1.1(f) | Charity registration number | | Compliance | |  | | |
| SQ1.1(g) | Head office DUNS number | | Compliance | |  | | |
| SQ1.1(h) | Registered VAT number | | Compliance | |  | | |
| SQ1.1(i)-(i) | Professional or Trade Body Registration | | Compliance | |  | | |
| SQ1.1(i)-(ii) | Professional or Trade Body Registration - Details | | Compliance | |  | | |
| SQ1.1(j- (i) | Organisation/Services Membership | | Compliance | |  | | |
| SQ1.1(j)-(ii) | Organisation/Services Membership - Details | | Compliance | |  | | |
| SQ1.1(k) | Trading Name | | Compliance | |  | | |
| SQ1.1(l) | Relevant classifications | | Compliance | |  | | |
| SQ1.1(m) | SME | | Compliance | |  | | |
| SQ1.1(n) | Details of Persons of Significant Control (PSC) | | Compliance | |  | | |
| SQ1.1(o) | Details of Immediate Parent Company | | Compliance | |  | | |
| SQ1.1(p) | Details of Ultimate Parent Company | | Compliance | |  | | |
| **Section 1.2 - Bidding Model** | | | | | | | |
| SQ1.2(a) (i) | Group of Economic Operators - Lead | | Compliance | |  | | |
| SQ1.2(a) (ii) | Group of Economic Operators - Name | | Compliance | |  | | |
| SQ1.2(a) (iii) | Group of Economic Operators - Legal Structure | | Compliance | |  | | |
| SQ1.2(b) (i) | Sub-Contractors | | Compliance | |  | | |
| SQ1.2(b) (ii) | Sub-Contractors - Details | | Compliance | |  | | |
| SQ1.2(b) (iii) | Group of Economic Operators - Details | | Compliance | |  | | |
| Section 1 (1.3 a- h) | Contact details and declaration | | Information | |  | | |
| **Section 2 – Grounds for Mandatory Exclusion** | | | | | | | |
| SQ2.1(a) to SQ2.3(b) | Grounds for Mandatory Exclusion (ineligibility) | | Evaluation | | Pass/Fail | | |
| **Section 3 – Grounds for Discretionary Exclusion** | | | | | | | |
| SQ3.1(a) to SQ3.2 | Grounds for Discretionary Exclusion (ineligibility) | | Evaluation | | Pass/Fail | | |
| **Section 4 – Economic and Financial Standing** | | | | | | | |
| SQ4.1(a) to SQ4.1(d) | Financial Risk Assessment | | Evaluation | | Pass/Fail | | |
| **Section 5 – Framework Specific Questions** | | | | | | | |
| SQ5.1(a) | Lot Group Selection | | Information | | | |  |
| SQ5.1(b) | Lot 1 - Liquid Fuel | | Information | | | |  |
| SQ5.1(c) | Lot 3 - Solid Fuel and Biomass Fuel | | Information | | | |  |
| SQ5.1(d) | Lot 4 - Greases, Lubricants and Antifreeze | | Information | | | |  |
| SQ5.1(e) | Lot 5 - Associated Products and Services | | Information | | | |  |
| SQ5.1(f) | Lot 3 - Electronic Catalogue | | Evaluation | | | | Pass/Fail |
| SQ5.1(g) | Lot 4 - Electronic Catalogue | | Evaluation | | | | Pass/Fail |
| SQ5.1(h) | Lot 5 - Electronic Catalogue | | Evaluation | | | | Pass/Fail |
| **Section 6: Technical and Professional Ability – Previous Supply** | | | | | | | |
| SQ6.1(a) | Lot Group 1 Liquid Fuel Previous Contract Example Details | | Evaluation | | Pass/Fail | | |
| SQ6.1(b) | Previous Experience and Comparable Contracts – Contract Example 1 | | Evaluation | | Pass/Fail | | |
| SQ6.1(c) | Previous Experience and Comparable Contracts – Contract Example 2 | | Evaluation | | Pass/Fail | | |
| SQ6.2(a) | Lot 2 Liquefied Gas Previous Contract Example Details | | Evaluation | | Pass/Fail | | |
| SQ6.2(b) | Previous Experience and Comparable Contracts – Contract Example 1 | | Evaluation | | Pass/Fail | | |
| SQ6.2(c) | Previous Experience and Comparable Contracts – Contract Example 2 | | Evaluation | | Pass/Fail | | |
| SQ6.3(a) | Lot 3 Solid Fuel and Biomass Fuel | | Evaluation | | Pass/Fail | | |
| SQ6.3(b) | Previous Experience and Comparable Contracts – Contract Example 1 | | Evaluation | | Pass/Fail | | |
| SQ6.3(c) | Previous Experience and Comparable Contracts – Contract Example 2 | | Evaluation | | Pass/Fail | | |
| SQ6.4(a) | Lot 4 Greases, Lubricants and Antifreeze | | Evaluation | | Pass/Fail | | |
| SQ6.4(b) | Previous Experience and Comparable Contracts – Contract Example 1 | | Evaluation | | Pass/Fail | | |
| SQ6.4(c) | Previous Experience and Comparable Contracts – Contract Example 2 | | Evaluation | | Pass/Fail | | |
| SQ6.5(a) | Lot 5 Associated Products and Services | | Evaluation | | Pass/Fail | | |
| SQ6.5(b) | Previous Experience and Comparable Contracts – Contract Example 1 | | Evaluation | | Pass/Fail | | |
| SQ6.5(c) | Previous Experience and Comparable Contracts – Contract Example 2 | | Evaluation | | Pass/Fail | | |
| **Section 7: Modern Slavery Act 2015** | | | | | | | |
| SQ7.1(a) to SQ7.1(d) | Modern Slavery Act 2015 | | Evaluation | | Pass/Fail | | |
| **Section 8: Additional Questions** | | | | | | | |
| SQ8.1(a) to SQ8.1(d) | | Insurance | | Evaluation | | Pass/Fail | |
| SQ8.1(e) | | Lot 3 – British Standard List of Biomass Suppliers | | Evaluation | | Pass/Fail | |
| SQ8.1(f) | | Lot Group 1, Lot 2, Lot 3 relevant European and British Standards or equivalent | | Evaluation | | Pass/Fail | |
| SQ8.1(g) | | Lot Group 1, Lot 2, Lot 3 regulatory and legislative requirements | | Evaluation | | Pass/Fail | |
| SQ8.1(h) | | Lot 4, Lot 5 regulatory and legislative requirements | | Evaluation | | Pass/Fail | |
| SQ8.2 | | Framework Population Template | | Information | |  | |
| SQ8.3 | | Cyber Essentials Scheme | | Evaluation | | Pass/Fail | |

1. AWARD STAGE EVALUATION
   1. Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 11.
   2. The Award Stage evaluation will comprise of:
      1. an evaluation of Potential Provider’s answers to the Award Questionnaire (“Quality Evaluation”) for Lot Group 1, Lot 2, 3, 4, 5; and
      2. an evaluation of the prices tendered in response to the price Information (“**Price Evaluation**”) for Lot Group 1, Lot 2, 3, 4 and 5 only
      3. ~~an evaluation of the prices tendered in the eAuction (~~**~~“Price Evaluation”)~~** ~~for Lot 4 only~~.
   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 combined sum of the scores achieved for Quality Evaluation and the price Evaluation respectively i.e. 80 + 20 for Lot Group 1, Lots 2 and 3, 50 + 50 for Lot 4 and 90 + 10 for Lot 5)
   4. The Quality, price evaluation Scores available, are summarised by Lot in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **QUALITY EVALUATION** | **PRICE EVALUATION** | **MAXIMUM POSSIBLE SCORE** |
| **Lot Group 1** | *80* | *20* | *100* |
| **Lot 2** | *80* | *20* | *100* |
| **Lot 3** | *80* | *20* | *100* |
| **Lot 4** | *50* | *50* | *100* |
| **Lot 5** | *90* | *10* | *100* |

* 1. **Quality Evaluation**
     1. The questions in Section A – Generic Mandatory Questions, of the Award Questionnaire (AQA1 – AQA3 Mandatory Requirements – All Lots) are assessed on a pass/fail basis. If you receive a ‘**Fail**’ for this question your Tender will be excluded from further participation in this Procurement.
     2. The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions in Section B section C section D, section E, section F and section G, will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.
     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 tables below:

|  |  |
| --- | --- |
| **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 |

|  |  |
| --- | --- |
| **MARK** | **PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE** |
| 0 | 0% of the Maximum Mark Available for the question |
| 50 | 50% of the Maximum Mark Available for the question |
| 100 | 100% of the Maximum Mark Available for the question |

* + 1. The mark achieved in response to a question will enable the Potential Provider to receive a score which will be a percentage of the Maximum Possible Score Available for that question.
    2. The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the tables at paragraph 11.5.7 (Lot Group 1), paragraph 11.5.8 (Lot 2), paragraph 11.5.9 (Lot 3), paragraph 11.5.10 (Lot 4) and paragraph 11.5.11 (Lot 5) below. For example if a Potential Provider achieved a mark of 66 out of 100 for a question, it would equate to 66% of 100% multiplied by the question weighting as a percentage (being the Maximum Score Available for that question).
    3. When the weighted score for each question has been determined they will be added together and the total weighted scores will be multiplied by 80% for Lot Group 1, 80% for Lot 2, 80% for Lot 3, 50% Lot 4 and 90% Lot 5 to determine an overall score for the Quality Evaluation (“**Quality Score**”). See worked example in the table below:
    4. **Potential Provider X – Lot Group 1 Example**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Question Number | Subject | Question Weighting | Maximum Mark Available | Mark | Maximum Score Available | Weighted Score |
| **AQB1** | Account Management | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB2** | Staff Competency | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB3** | Community Benefits and Fair Working Practice | 6% | 100 | 100 | 6.00 | 6.00 |
| **AQC1** | Supply and Delivery Liquid Fuel | 30% | 100 | 50 | 30.00 | 15.00 |
| **AQC2** | Supplier Managed Replenishment | 30% | 100 | 100 | 30.00 | 30.00 |
| **Maximum Score Available** | | | | | **100.00** |  |
| **Potential Provider X’s Total Weighted Score** | | | | | | **85.00** |
| **Potential Provider X’s Lot Group 1 Quality Score (Total Weighted Score multiplied by 80% Quality)** | | | | | | **68.00** |

* + 1. **Potential Provider X - LOT 2 Example**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Question Number | Subject | Question Weighting | Maximum Mark Available | Mark | Maximum Score Available | Weighted Score |
| **AQB1** | Account Management | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB2** | Staff Competency | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB3** | Community Benefits and Fair Working Practice | 6% | 100 | 100 | 6.00 | 6.00 |
| **AQD1** | Supply and Delivery Liquefied Gas | 20% | 100 | 100 | 20.00 | 20.00 |
| **AQD2** | Customer Portfolio / Bulk Transition | 20% | 100 | 66 | 20.00 | 13.20 |
| **AQD3** | Supplier Managed Replenishment SMR and Supplier Managed Inventory (SMI) | 20% | 100 | 100 | 20.00 | 20.00 |
| **Maximum Score Available** | | | | | **100.00** |  |
| **Potential Provider X’s Total Weighted Score** | | | | | | **93.20** |
| **Potential Provider X’s Lot 2 Quality Score (Total Weighted Score multiplied by 80% Quality)** | | | | | | **74.56** |

* + 1. **Potential Provider X - LOT 3 Example**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Question Number | Subject | Question Weighting | Maximum Mark Available | Mark | Maximum Score Available | Weighted Score |
| **AQB1** | Account Management | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB2** | Staff Competency | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB3** | Community Benefits and Fair Working Practice | 6% | 100 | 100 | 6.00 | 6.00 |
| **AQE1** | Supply and Delivery Solid Fuel and Biomass Fuel | 30% | 100 | 66 | 30.00 | 19.80 |
| **AQE2** | Catalogue End to End Process | 30% | 100 | 100 | 30.00 | 30.00 |
| **Maximum Score Available** | | | | | **100.00** |  |
| **Potential Provider X’s Total Weighted Score** | | | | | | **89.80** |
| **Potential Provider X’s Lot 3 Quality Score (Total Weighted Score multiplied by 80% Quality)** | | | | | | **71.84** |

* + 1. **Potential Provider X - LOT 4 Example**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Question Number | Subject | Question Weighting | Maximum Mark Available | Mark | Maximum Score Available | Weighted Score |
| **AQB1** | Account Management | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB2** | Staff Competency | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB3** | Community Benefits and Fair Working Practice | 6% | 100 | 100 | 6.00 | 6.00 |
| **AQF1** | Supply and Delivery Greases, Lubricants and Antifreeze | 30% | 100 | 66 | 30.00 | 19.80 |
| **AQF2** | Catalogue End to End Process | 30% | 100 | 100 | 30.00 | 30.00 |
| **Maximum Score Available** | | | | | **100.00** |  |
| **Potential Provider X’s Total Weighted Score** | | | | | | **89.80** |
| **Potential Provider X’s Lot 4 Quality Score (Total Weighted Score multiplied by 50% Quality)** | | | | | | **44.90** |

* + 1. **Potential Provider X - LOT 5 Example**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Question Number | Subject | Question Weighting | Maximum Mark Available | Mark | Maximum Score Available | Weighted Score |
| **AQB1** | Account Management | 17% | 100 | 100 | 17.00 | 17.00 |
| **AQB2** | Staff Competency | 17% | 100 | 66 | 17.00 | 17.00 |
| **AQB3** | Community Benefits and Fair Working Practice | 6% | 100 | 100 | 6.00 | 6.00 |
| **AQG1** | Supply and Delivery of Associated Services | 30% | 100 | 100 | 30.00 | 30.00 |
| **AQG2** | Catalogue End to End Process | 30% | 100 | 100 | 30.00 | 30.00 |
| **Maximum Score Available** | | | | | **100.00** |  |
| **Potential Provider X’s Total Weighted Score** | | | | | | **100.00** |
| **Potential Provider X’s Lot 5 Quality Score (Total Weighted Score multiplied by 90% Quality)** | | | | | | **90.00** |

* 1. **Quality Evaluation Lot Group 1**
     1. To proceed to the next stage of the evaluation for Lot Group 1, Potential Providers must:
        1. achieve a “**Pass**” for the mandatory questions in Section A (AQA1 – AQA3 Mandatory Requirements); and
        2. achieve a mark higher than zero (0) for all of the scored questions i.e. Questions AQB1, AQB2 and AQB3 (Specific Questions – All Lots), AQC1, and AQC2 (Lot Group 1).
  2. **Quality Evaluation Lot 2**
     1. To proceed to the next stage of the evaluation for Lot 2, Potential Providers must:
        1. achieve a “**Pass**” for the mandatory questions in Section A (AQA1 – AQA3 Mandatory Requirements); and
        2. achieve a mark higher than zero (0) for all of the scored questions i.e. QuestionsAQB1, AQB2 and AQB3, (Specific Questions – All Lots) and AQD1, AQD2 and AQD3 (Lot 2).
  3. **Quality Evaluation Lot 3**
     1. To proceed to the next stage of the evaluation for Lot 3, Potential Providers must:
        1. achieve a “**Pass**” for mandatory questions in Section A (AQA1 – AQA3 Mandatory Requirements); and
        2. achieve a mark higher than zero (0) for all of the scored questions i.e. Questions AQB1, AQB2 and AQB3 (Specific Questions – All Lots) and AQE1 and AQE2 (Lot 3).
  4. **Quality Evaluation Lot 4**
     1. To proceed to the next stage of the evaluation for Lot 4, Potential Providers must:
        1. achieve a “**Pass**” for mandatory questions in Section A (AQA1 – AQA3 Mandatory Requirements) ;and
        2. achieve a mark higher than zero (0) for all of the scored questions i.e. Questions AQB1, AQB2 and AQB3 (Specific Questions – All Lots) and AQF1 and AQF2 (Lot 4).
  5. **Quality Evaluation Lot 5**
     1. To proceed to the next stage of the evaluation for Lot 5, Potential Providers must:
        1. achieve a “**Pass**” for mandatory questions in Section A (AQA1 – AQA3 Mandatory Requirements);and
        2. achieve a mark higher than zero (0) for all of the scored questions i.e. Questions AQB1, AQB2 and AQB3 (Specific Questions – All Lots) and AQG1 and AQG2 (Lot 5).
  6. **Overview of Quality Evaluation (Quality Criteria and Weightings)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Question** | **Subject** | **Marking Scheme** | **Maximum Score Available** | **Question Weighting** | | | | |
|  |  |  |  | **Lot Group 1** | **Lot 2** | **Lot 3** | **Lot 4** | **Lot 5** |
| SECTION A - Generic Mandatory Questions – All Lots | | | | | | | | |
| AQA1 – AQA3 | Scope of Services | Pass/Fail | N/A | | | | | |
| AQA2 | Provision of Management Information to the Authority | Pass/Fail | N/A | | | | | |
| AQA3 | Security | Pass/Fail | N/A | | | | | |
| SECTION B – Specific Questions – All Lots | | | | | | | | |
| AQB1 | Account Management | 100/66/33/0 | 100 | 17 | 17 | 17 | 17 | 17 |
| AQB2 | Staff Competency | 100/66/33/0 | 100 | 17 | 17 | 17 | 17 | 17 |
| AQB3 | Community Benefits and Fair Working Practice | 100/66/33/0 | 100 | 6 | 6 | 6 | 6 | 6 |
| SECTION C – Lot Group 1 Question | | | | | | |  |  |
| AQC1 | Supply and Delivery Liquid Fuel | 100/66/33/0 | 100 | 30 | N/A | N/A | N/A | N/A |
| AQC2 | Supplier Managed Replenishment SMR and Supplier Managed Inventory (SMI) | 100/50/0 | 100 | 30 | N/A | N/A | N/A | N/A |
| AQC3 | Tanker to Tanker Deliveries and Collection from Depots | For Information Only | N/A | N/A | N/A | N/A | N/A | N/A |
| SECTION D – Lot 2 Question | | | | | | |  |  |
| AQD1 | Supply and Delivery Liquefied Gas | 100/66/33/0 | 100 | N/A | 20 | N/A | N/A | N/A |
| AQD2 | Customer Portfolio / Transition | 100/66/33/0 | 100 | N/A | 20 | N/A | N/A | N/A |
| AQD3 | Supplier Managed Replenishment SMR and Supplier Managed Inventory (SMI) | 100/50/0 | 100 | N/A | 20 | N/A | N/A | N/A |
| SECTION E – Lot 3 Question | | | | | | | | |
| AQE1 | Supply and Delivery Solid Fuel and Biomass Fuel | 100/66/33/0 | 100 | N/A | N/A | 30 | N/A | N/A |
| AQE2 | Catalogue End to End Process | 100/66/33/0 | 100 | N/A | N/A | 30 | N/A | N/A |
| SECTION F – Lot 4 Question | | | | | | | | |
| AQF1 | Supply and Delivery Greases, Lubricants and Antifreeze | 100/66/33/0 | 100 | N/A | N/A | N/A | 30 | N/A |
| AQF2 | Catalogue End to End Process | 100/66/33/0 | 100 | N/A | N/A | N/A | 30 | N/A |
| SECTION G – Lot 5 Question | | | | | | | | |
| AQG1 | Supply and Delivery of Associated Services | 100/66/33/0 | 100 | N/A | N/A | N/A | N/A | 30 |
| AQG2 | Catalogue End to End Process | 100/66/33/0 | 100 | N/A | N/A | N/A | N/A | 30 |

* 1. **Price Evaluation Process**.
     1. For Lot Group 1 Historical Volumes Data can be obtained by downloading Attachment 11a - Lot group 1 Liquid Fuels Historical Volume Data. For Lot 2 Historical Volumes Data can be obtained by downloading Attachment 11b – Lot 2 Liquefied Gas Historical Volume Data.
     2. For Lot Group 1 and Lot 2 only, Potential Providers are advised to consult the historical data obtained within Attachment 11a for Lot Group 1 and 11b for Lot 2.
     3. The price evaluation is weighted at 20% for Lot Group 1, 20% for Lot 2, 20% for Lot 3, 50% for Lot 4 and 10% for Lot 5.
     4. The instructions in this section 11.12 refer to the price evaluation process.
     5. Potential Providers must download and complete the Pricing Matrix Attachment 6. Potential Providers must also download Attachment 6a, for full details on how to complete Pricing Matrix Attachment 6.There is a separate tab for each Lot within the Pricing Matrix and Potential Providers must complete each of the tabs relevant to the Lots they are tendering for i.e. Lot Group 1 – Regional Lots 101 to 114 inclusive, Lot 2, Lot 3, Lot 4, Lot 5.
     6. For Lot Group 1 – Regional Lots 101 to 114 inclusive, Potential Providers must provide a price for Gas Oil A2, Kerosene and Ultra Low Sulphur Diesel as a minimum for each Regional Lot for which they are tendering for. Potential Providers must then provide a price for each Product they can supply in the Regional Lots 101 to 114 for which they are tendering.
     7. For Lot 2 Potential Providers must provide a price for all products in all regions.
     8. For Lot 3 Potential Providers must provide a price for all products that they are able to supply. i.e. Coal only, Wood pellets only, Woodchips only or Wood pellets and Woodchips.
        1. For Lot 4 Potential Providers must provide a 20/25 Drum Price per Ltr for every product that they are tendering for in all of the blue cells and provide a price per product per volume size in all of the yellow cells for the product which you are able to provide.
     9. For Lot 5 Potential Providers must provide the average Supplier Margin for all Products that they are able to supply as a percentage number and average Supplier Margin for all Services that you are able to supply as a percentage number. **If a Supplier can provide both Products and Services then the Average overall Supplier Margin will be added together and divided by 2 and will be used for evaluation. If a Supplier can only provide Products or Services then the average overall supplier margin for Products or Services will be evaluated.**
     10. Potential Providers must submit prices in the boxes highlighted yellow and also in the Maximum Supplier Margin per tonne (blue box) for Lot 3, the Price 20/25 Drum per Litre (blue cells) for Lot 4 and Average overall Supplier Margin % (blue box) Lot 5.
     11. Potential Providers must insert a price where one is required in the Regional Lots or Lots they are Tendering for. Failure to insert an applicable price may result in your Tender being deemed non-compliant and may be excluded from further participation in this Procurement.
     12. For all Lots prices submitted which will form part of the price evaluation are clearly indicated and highlighted blue in the relevant tab in the Pricing Matrix. Those that are highlighted yellow, which will not form part of the price Evaluation will be included in Suppliers Framework Schedule 3 (Charges and Pricing Structure) and as such failure to insert an applicable value may result in your Lot Tender submission being deemed non-compliant and being excluded from further participation in this Procurement as indicated in attachment 6a.
     13. Failure to insert an applicable price were required may result in your Tender being deemed non-compliant and may be excluded from further participation in this Procurement.
     14. All Prices submitted where required must be excluding VAT and in Sterling (£).
         1. The Price Evaluation Process as described in paragraphs 11.12 will be undertaken by different evaluators to those individuals involved with the Quality Evaluation Process.
         2. The Price Evaluation Process and resultant ranking of Potential Providers (along with marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement Process.
         3. Rounding of calculations undertaken in the Price Evaluation process will be calculated to two decimal places using the standard Excel 2010 formula. The Authority will not apply to any other rounding.
     15. All Prices submitted in the Pricing Matrix – Attachment 6 shall be the maximum Framework Prices and will be carried through to the Call Off stage.
     16. You must upload the completed Pricing Matrix – Attachment 6 into the e-Sourcing Suite in response to question PQ1. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname\_Pricing Matrix].
     17. Failure to upload the Pricing Matrix Attachment 6 and if tendering for Lot 5 a pricing list – may deem your Tender non-compliant and disqualify you from further participation in this Procurement.
     18. You must not alter, amend or change the format or layout of Attachment 6 (Pricing Matrix). You must not insert or attach any notes or comments into any of the tabs in Attachment 6 (Pricing Matrix).  Any such additional information will be disregarded by the Authority.
     19. **Abnormally Low Tenders** - as part of the price evaluation process, if the Authority considers the any prices that you have submitted is abnormally low, the Authority may reject your offer, in accordance with Regulation 69.

If a price you have provided is identified as abnormally low by the Authorty, the Authority will take the following steps:

* + - 1. request in writing an explanation of the abnormally low price, which may include explanations of one or more of the following:
      2. a) the economics of the Services provided;
      3. b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
      4. c) the originality of the Services;
      5. d) your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
      6. e) your compliance with the Sub-Contracting obligations referred to in Regulation 71;
      7. f) the possibility of you obtaining state aid;
      8. g) take account of the evidence provided by the Potential Provider in response; and to subsequently verify with them the price being abnormally low.

11.12.22 If the Agent then determines the price is abnormally low, then the Tender will be excluded from further involvement in this procurement.

* 1. **Price Evaluation methodology**
     + 1. **Price Evaluation Process Lot Group 1**
       2. Potential Providers MUST submit a Maximum Supplier Margin for Weekly and Daily Lagged Pricing for the three Fuel Types that will be evaluated namely: Gas Oli Class A2, Kerosene and Ultra Low Sulphur Diesel (ULSD) for each of the Regional Lots for which they are tendering
       3. Potential Providers are also required to submit a Maximum Margin for Weekly Lagged Pricing and a Maximum Margin for Daily Lagged Pricing for each of the Regional Lots (101 to 114 inclusive) and Fuel Types for which they are tendering for in Attachment 6 - Pricing Matrix.
       4. **Supplier Margin**
       5. The Potential Providers Maximum Margin for weekly lagged pricing for each Regional Lot will be weighted based upon historic spend data at portfolio level. Where no historical spend data exists, the Supplier resonse will be weighted by 1. The weighted margins for weekly lagged Pricing ONLY for each load group will then be added together to give a Total Price for that Fuel Type in each particular Regional Lot.
       6. The Authority will evaluate each margin score by comparing the Total Price against the other Total Prices from all other Potential Providers for the same Regional Lot.
       7. The Potential Provider who offers the lowest Total Price for that Regional Lot will achieve 100% of the Maximum Score Available for this Regional Lot. Every other Potential Provider who completed the Bid Fields for the same Regional Lot will be ranked from lowest to highest score and will be awarded a percentage of the Maximum Score Available on a reducing basis based on the margin score submitted versus the lowest margin score submitted using the below formula:
       8. Overall Score = lowest Potential Provider Total Price/Potential Provider Total Price x 100 x 0.20 (Maxium Score Available)
       9. **Discounts**
       10. Potential Providers are required to provide a discount in the payment terms discounts table. It is mandatory for a response to be entered into all discount fields, however if no discount is offered a zero (0) should be entered in the discount field as per instruction in attachment 6a.
       11. The discounts provided will not form part of the evaluation but will be applied to the Average Weighted Maximum Weekly Lagged Price during the life of the Framework.
       12. **Price Evaluation Process Lot 2**
       13. Potential Providers MUST submit a Maximum Margin for every product in every region.
       14. **Supplier Margin**
       15. The Potential Providers Maximum Margin will be weighted based upon historic spend data over a one year contract period. Where no historic spend data exists, the supplier response will be weighted by 1.
       16. The weighted Supplier Margins for all products will be added together to provide a Total Price. The Total Price for all Bulk fuel and all Cylinders will be added together and will be evaluated against the Total Price tendered by all other Potential Providers in Lot 2 and given an Overall Score.
       17. The Potential Provider with the lowest Total Price will be awarded a maximum score of 100. The remaining Potential Providers will be awarded a percentage of the maximum available score equal to their Total Price relative to the lowest Potential Providers Total Price using the following formula.
       18. The Potential Provider who offers the lowest Total Price will achieve 100% of the Maximum Score Available for this Lot. All other Potential Provider’s will be ranked from lowest to highest score and will be awarded a percentage of the Maximum Score Available on a reducing basis based on the margin score submitted versus the lowest margin score submitted using the below formula:
       19. Overall Score = lowest Potential Provider Total Price/ Potential Provider Total Price x 100 x 0.20 (Maximum Score Available)
       20. **Discounts**
       21. Potential Providers are required to provide a discount in the Payment Terms Discounts Table. It is mandatory for a response to be entered into all Discount Fields, however if no discount is offered a zero (0) should be entered in the discount field as per instruction in attachment 6a.
       22. The discounts provided will not form part of the evaluation but will be applied to the Maximum Supplier Margin during the life of the Framework.
       23. **Price Evaluation Process Lot 3**
       24. Potential Providers must submit a price list for those Products they are tendering for, this will not be evaluated.
       25. Potential Providers MUST submit a Maximum Supplier Margin per tonne and a price per tonne of raw material for every product that they are tendering for.
       26. Suppliers tendering for Woodchip products are required to list the grade of woodchip they are able to provide together with the price per tonne for the raw material and the maximum supplier margin for each woodchip product in the table in columns H to J of the Pricing Matrix. Additional lines may be added to this table if required
       27. **Supplier Margin**
       28. The Potential Providers Maximum Margin will be added together with the Price Per Tonne of Raw Material to form the Total Product Price for each of the Products they have tendered for i.e. Coal, Woodchips or Wood pellets.
       29. The Potential Provider with the lowest Total Product Price will be awarded a maximum score of 100.
       30. The remaining Potential Providers will be awarded a percentage of the maximum available score equal to their Total Product Price relative to the lowest Potential Providers. Total Price using the formula below:
       31. Overall Score = lowest Potential Providers Total Product Price/Potential Providers Total Price x 100 x 0.20 (Maximum Score Available)
       32. Calculation of the Total Maximum Supplier Margin (for Evaluation) for Wood Chip and Wood Pellets. If a Potential Provider can only supply Wood Chips or Wood Pellets the same process/calculation as Coal will be followed. If a Supplier can provide both Wood Chip and Wood Pellets the Maximum Supplier Marginper Tonne will be added together and then averaged prior to the same process/calculation as Coal is followed.
       33. **Price Evaluation Process Lot 4**
       34. Potential Providers must submit a 20/25 Drum Price per Ltr for every product that they are tendering for.
       35. The Total Price in the blue cells for all volumes listed (including cost of product and delivery) for each product will be added together to form the overall Total Price.
       36. Potential Providers are also required to **provide a price per product per volume size in all of the yellow cells for which you are able to provide a product.**
       37. ~~Prices submitted will be evaluated using an electronic auction (“eAuction”):~~
       38. ~~eAuctions allow Potential Providers to bid in real time over an internet link for the Products specified.~~
       39. ~~Following the conclusion of the evaluation qualifying Potential Providers will be invited to participate in the eAuction.~~
       40. ~~Potential Providers will be provided with their non-price score and rank prior to the commencement of the eAuction.~~
       41. ~~Potential Providers will be provided with the eAuction Rules which will clearly set out what is expected of each Potential Provider within the eAuction and will detail the Rules governing the eAuction (the eAuction Rules may be found at Attachment 14).~~
       42. ~~Potential Providers will be provided with training on the eAuction system to allow them to familiarise themselves with the technology. In order to take part in the live eAuction participation in the practice eAuction is strongly recommended. Training confirmation and joining instructions will be issued to invited bidders.~~
       43. ~~The Authority will use a ‘Transformation eAuction’, as opposed to a ‘Lowest Price eAuction’, to determine which Potential Provider offers the most economically advantageous Tender for each lot.~~
       44. ~~Transformation eAuctions allow the Quality Scores achieved during the Quality Evaluation to transform prices submitted as part of the eAuction. This ensures that those Potential Providers with a higher Quality Score will benefit.~~
       45. ~~For the purposes of this eAuction, the transformation weighting is based on 50% quality and 50% eAuction price.~~
       46. ~~The following example shows how an individual transformational marking is arrived at using this ratio:~~

|  |  |
| --- | --- |
| ~~Maximum Potential Quality Score (this is the Quality benchmark)~~ | **~~50~~** |
| ~~Potential Provider “A” Quality score~~ | **~~44.9~~** |
| ~~Score difference (i.e. 50 – 44.9 = 5.1)~~ | **~~10~~** |
| ~~Score percentage difference (5.1/50 x 100)~~ | **~~10.2%~~** |
| ~~Ratio (50% quality / 50% e-auction price)~~ | **~~1~~** |
| ~~Transformation weighting (score % difference 10.2% x ratio of 1)~~ | **~~10.2%~~** |
| ~~Transformational multiplier (1 + 20% transformation weighting)~~ | **~~1.1020~~** |

* + - 1. ~~The transformational weighting for Potential Provider “A” is 10.2%, in practice this would mean that a transformation multiplier of 1.1020 will be used to automatically increase any prices submitted by Potential Provider “A” by 10.2%.~~
      2. ~~If a Potential Provider achieved the maximum potential quality score they would have a transformational multiplier of 1.000 using a similar calculation, therefore, their prices would not be automatically increased.~~
      3. ~~During the eAuction, only the best bid, the actual prices submitted and the overall ranking in the eAuction is visible to the Potential Provider. The transformed prices are only visible to the Authority.~~
      4. ~~The contract will be awarded to the Potential Provider whose total transformed price is the lowest at the end of the eAuction and is ranked 1st – 3rd.~~
      5. ~~Should the lowest Potential Provider decline to accept the contract post eAuction, then it will be offered to the next lowest Potential Provider until it has been accepted.~~
      6. ~~Where multiple Potential Providers are ranked in equal position at the end of the eAuction then all Potential Providers ranked from 1 to 3 will be awarded a Framework Agreement~~.
      7. ~~The Authority reserves the right to not perform an eAuction and revert to a price evaluation using the price evaluation methodology detailed below.~~
      8. The Potential Provider who offers the lowest Total Price of all the blue cells combined will achieve 100% of the Maximum Score Available for this Lot. Every other Potential Provider will be ranked from lowest to highest score and will be awarded a percentage of the Maximum Score Available on a reducing basis based on the margin score submitted versus the lowest margin score submitted using the below formula:
      9. Overall Score = lowest Supplier's Total Price/Suppliers Total Price x 100 x0.50 (Maximum Score Available)
      10. **Price Evaluation Process Lot 5**
      11. Potential Providers must submit a price list for those Products and/or Services they are tendering for, this will not be evaluated.
      12. Potential Providers are required to submit an average Supplier Margin for all Products that they are able to supply as a percentage and also an average Supplier Margin for all Services that they are able to supply as per table in Attachment 2 Participation Requirements and Selection Questionnaire and Guidance, attachment 2d Lot 5.
      13. If a Potential Provider can only supply Products then their average overall Supplier Margin as a percentage will be evaluated and if a Potential Provider can only supply Services then their overall Supplier Margins as a percentage will be evaluated. If a Potential Provider can supply both Products and Services the Supplier Margin for both Products and Services will be added together and divided by 2 to form the average overall Supplier Margin as a percentage.
      14. The Potential Provider with the lowest Average Overall Supplier Margin will be awarded 100% of the Maximum Score Available for this Lot.
      15. The remaining Potential Providers will be awarded a percentage of the maximum available score equal to their Average Overall Supplier Margin relative to the lowest Potential Providers Average Overall Supplier Margin using the formula below:
      16. Overall Score = lowest Potential Provider’s Average Overall Supplier Margin/Potential Providers Average Overall Supplier Margin x 100 x 0.10 (Maximum Score Available)
      17. The Potential Provider’s must upload a price catalogue for all of the Products and/or Services they can supply in Lot 5.

1. FINAL DECISION TO AWARD
   1. The Quality Score will be added to the Price Score to determine the Final Score for each of the Regional Lots in Lot Group 1, Lot 2, 3 and 5 for each Potential Provider (“Final Score”). If an e-Auction is taking place on Lot 4 please see paragraphs 11.13.1.36 to 11.13.1.51 for further details, if an e-Auction is not taking place for Lot 4 the Quality Score will be added to the Price Score to determine the Final Score for each Potential Provider.
   2. Following evaluation of Potential Providers’ Tenders in accordance with the evaluation process set out in this ITT, a Framework Agreement will be concluded with the Potential Providers who offers the most economically advantageous Tenders starting from the Potential Provider with the highest score.
   3. The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
   4. Should any of the successful Potential Providers in Lot Group 1, which consists of Regional Lots 101 to 114 inclusive, Lot 2, Lot 3, Lot 4 or Lot 5 decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider in that Lot until it has been accepted.
   5. Following a Standstill Period of ten (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 Providers.
   6. The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten (10) 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 Suppliers. It allows unsuccessful Potential Providers 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.
   7. In the event that there is a substantive challenge to the Procurement and such a challenge is confined to a single Lot, the Authority reserves the right, to the extent that it is lawful to do so, to conclude a Framework Agreement with a successful Potential Provider in respect of the Lot that has not been challenged.
   8. 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.
2. THE ARMED FORCES COVENANT
   1. The Armed Forces Covenant (“**the Covenant**”) is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
   2. The Covenant’s 2 principles are that:
      1. the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services ; and
      2. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.
   3. The Authority encourages all Suppliers, and their Sub-Contractors, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
   4. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](https://www.gov.uk/government/publications/2010-to-2015-government-policy-armed-forces-covenant/2010-to-2015-government-policy-armed-forces-covenant) .
   5. If you wish to register your support you can provide a point of contact for your organisation on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](mailto:covenant-mailbox@mod.uk)

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London SW1A 2HB.

* 1. Paragraphs 13.1 to 13.5 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

1. 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. |
| Average Overall Supplier margin % | means the figure if either one of Product or Service is tender for. |
| Average Supplier Margin | means the average mark up that Suppliers will add to the cost price of the range of Products and Services supplied under the Framework. This should include supplier cost to supply, overheads, profit and Crown Commercial Service Management Charge. |
| Award Questionnaire | means the award questionnaire a copy of which is provided at Attachment 3 and set out in the on line e‑Sourcing Suite; |
| Award Stage | means the part of the evaluation process described in paragraph 11. |
| Bid Fields | mean the bid fields set out in the on line e-Sourcing Suite; |
| Call-Off Contract | means a contract awarded by a Contracting Authority under the terms of the Framework Agreement a draft of which is at Attachment 4. The template call-off contract terms and conditions, to be used for every Call-Off Contract awarded under the terms of the Framework Agreement, are at Attachment 4a; |
| Consensus Marking Procedure | means the evaluation procedure described in paragraph 8.1.3; |
| Contracting Authority | means the Authority and/or any other contracting authorities (within the meaning of the Regulations) described in the OJEU Contract Notice; |
| Credit Reference Agency | means an independent organisation (currently Dun & Bradstreet) licenced by the Financial Conduct Authority that holds financial risk information on a broad range of organisations. |
| 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 Products and 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 12.1 for all Lots. |
| 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 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; |
| Fuel Type | means a type of fuel forming part of the Products and/or Services; |
| 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 Products and Services; |
| Historical Data | means the list of all orders placed through the existing framework in the last year grouped by region, fuel type and load groups, set out in Attachments 12a and Attachment 12b. |
| Invitation to Tender or ITT | meansthis invitation to tender document together with its Attachments, 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) |
| Lot | means a discrete sub-division of the Services which are the subject of this Procurement as described in the OJEU Contract Notice; |
| Lot Group 1 | means one or more of the regional lot groups described in paragraph 1.3.1 |
| Management Charge | means the sum payable by the Supplier to the Authority being:  For Lot Group 1 and Lot 2, an amount of 0.2 pence per litre of all the Products delivered to the Contracting Authorities (net of VAT) under a Call Off Contract in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Contracts entered into pursuant to this Framework Agreement.  For Lot 3, 4 and 5, and Products supplied in quantities other than litres under Lot 2, an amount equal to 1 per cent (1%) of all Charges for the Products and Services invoiced to the Contracting Authorities by the Supplier (net of VAT) under a Call Off Contract in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Contracts entered into pursuant to this Framework 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 by the Authority according to Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance; |
| Maximum Margin | meansthose maximum values and rates per quantity of Product supplied as submitted by the Supplier and as set out in paragraph 1.3 of Framework Schedule 3 (Charging Structure); |
| 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 11.5.5; |
| 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 1.2; |
| 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(s) 11.12; |
| Procurement | means the process used to establish a Framework Agreement that facilitates the supply of the Products and Services to Contracting Authorities as described in the OJEU Contract Notice; |
| Products and Services | means the Products and Services that may be provided by Potential Providers, as set out at Framework Schedule 2: Part A: Products and Services; |
| 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 11.5.5; |
| Regional Lot | means Lot 101 to Lot 114 inclusive within Lot Group 1 |
| 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 in the e‑Sourcing Suite; |
| Selection Stage | has the meaning in paragraph 8.1.2; |
| 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 1; |
| Sub-Contractor | means a third party which:   1. provides the Products and/or Services (or any part of them); 2. provides facilities or services necessary for the provision of the Products and/or Services (or any part of them); and/or 3. is responsible for the management, direction or control of the Products 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 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 |
| Total Basket Price | means the combination of the total supplier prices the Potential Providers submitted for each product and size added together |
| Total Price | 1. Means the total price of the weighted supplier margins for Gas Oil A2, Kerosene and Ultra Low Sulphur (Diesel) for the combined load groups in a regional lot of Lot Group 1. 2. Means the tota of the weighted price of Bulk and Cylinders. 3. Total product price. |
| 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. |