



Crown
Commercial
Service

INVITATION TO TENDER

SPECIALIST COURIER SERVICES

REFERENCE NUMBER

RM3799

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority in this Attachment 1 - Invitation to Tender (ITT), and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
- 1.3 This Procurement will establish a multi Supplier Framework Agreement for the purchase of Specialist Courier Services. The Framework Agreement shall comprise of 7 individual Lots.
- 1.4 This Attachment 1 - ITT contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 14.
- 1.5 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 8.
- 1.6 The Terms of Participation at Attachment 7 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 'Participation Requirements' section that you accept the Terms of Participation set out in Attachment 7. If you do not answer 'Yes' to this acceptance question you will be excluded from this Procurement.
- 1.7 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Subcontractors please read the guidance in paragraph 6.
- 1.8 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.
- 1.9 Your responses to the Selection Questionnaire (Attachment 2) and the Award Questionnaire (Attachment 4) 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 in the Supplier Guidance document (Attachment 18).
- 1.10 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 8 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.
- 1.11 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).

2. THE FRAMEWORK AGREEMENT AND CALL OFF CONTRACTS

- 2.1 The intention of this Procurement is to award of the Framework Agreement to successful Potential Providers. Once the Framework Agreement has been awarded, the successful Potential Providers will become Suppliers.
- 2.2 The Framework Agreement will enable Contracting Authorities to place orders with Suppliers for the Services via Call Off Contracts via a Further Competition.
- 2.3 The Framework Agreement shall be for an initial period of three (3) years; the Authority may extend the duration of the Framework Agreement for any period up to a maximum of one (1) year in total from the expiry of the Initial Framework Period, subject to the satisfactory performance of the Suppliers.
- 2.4 The published Framework Agreement (including the Framework Schedules) and Call Off Contract (including the Call Off Schedules) terms and conditions are available at Attachments 5, 5a and 6. Please carefully review these documents so that you fully to understand the rights and obligations they confer on the parties.
- 2.5 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 8). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.6 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) successful Potential Provider's tendered prices (Framework Prices) and the approach to delivering the Services.
- 2.7 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers.
- 2.8 **Contracting Authorities**
- 2.8.1 The Framework Agreement will be available for use by Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice. For the avoidance of doubt, this includes Central Government and Wider Public Sector organisations.
- 2.8.2 Any relevant Contracting Authority may purchase the Services from any Supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.9 **The ordering process and further evaluation criteria**
- 2.9.1 Contracting Authorities may award Call Off Contracts by Further Competition including use of an e-Auction. The procedures that Contracting Authorities use to conduct a Further Competition (including use of an e-Auction) are set out in Framework Schedule 5 (Call Off Procedure) at Attachment 5 - Framework Agreement.

- 2.9.2 Contracting Authorities will use the evaluation criteria and weightings set out in Framework Schedule 6 (Award Criteria) and the requirement set out in their Order Form to determine which Supplier should be appointed a Call Off Contract to supply the Services.
- 2.9.3 All Call Off Contracts awarded by Contracting Authorities will be subject to the Call Off Contract terms and conditions contained within Attachment 5 - Framework Schedule 4 (Template Order Form, Template Call Off Terms) supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.9.4 The Contracting Authority will manage the Supplier's day to day performance of the Call Off Contract it has entered into with the Supplier. The Call Off Contract may contain contract terms which have been modified to fit within the specific requirements of each Lot.

3. REQUIREMENTS AND LOT STRUCTURE

- 3.1 A detailed description of the Services that a Potential Provider will be required to supply for a Lot in which it has been successful is set out at Framework Schedule 2 (Attachment 5a) and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at <http://ccs-agreements.cabinetoffice.gov.uk/Procurement-pipeline>
- 3.2 The Services covered by this Procurement have been sub-divided into 7 Lots, as detailed in the table below

LOT	DESCRIPTION
Lot 1	Class 6.2 Infectious Substances (Category A and Category B), Non-Infectious Substances, Biological Substances, Blood and Tissue
Lot 2	Controlled Drugs and Pharmaceuticals
Lot 3	Secure Cash and Valuables in Transit, Collection, Delivery and Processing Service
Lot 4	Explosive Substances (Class 1) and Firearms
Lot 5	The Haulage, Storage and Disposal of Seized Goods
Lot 6	The Haulage, Storage and Disposal of Vehicles
Lot 7	Radioactive Materials (Class 7)

- 3.3 Potential Providers have the opportunity to bid for one, all or any combination of the 7 Lots.
- 3.4 Potential Providers will be awarded a place on the Framework Agreement by scoring a Final Score (combined price and quality) of no less than 51% for the Lot they have submitted a Tender for. There is no limit to the number of Suppliers for each Lot.
- 3.5 Details of the estimated value of Call Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

4. PROCUREMENT TIMETABLE

- 4.1 The anticipated timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.
- 4.3 Potential Providers who fail the Selection Stage or fail on grounds of non-compliance will be notified accordingly.

DATE	ACTIVITY
25 th April 2017	Despatch of the OJEU Contract Notice
26 th April 2017	Clarification period starts
17:00.00 GMT 15 th May 2017	Clarification period closes ("Tender Clarifications Deadline")
17:00.00 GMT 19 th May 2017	Deadline for the publication of responses to Tender Clarification questions
17:00.00 GMT 26 th May 2017	Deadline for submission of Tenders to the Authority ("Tender Submission Deadline")
28 th July 2017	Intention to award notices issued to successful and unsuccessful Potential Providers.
29 th July to 7 th August 2017	10 day Standstill Period (in accordance with Regulation 87)
8 th August 2017	Issue Award confirmation and debrief letters to all Potential Providers.
9 th August 2017	Expected execution (signature) date for Framework Agreement (s)
9 th August 2017	Expected commencement date for Framework Agreement(s)

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and its Attachments.
- 5.2 You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
- 5.3 The Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:
- 5.3.1 It is your responsibility to ensure that you submit a fully compliant Tender.
 - 5.3.2 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.
 - 5.3.3 Allow plenty of time for the entering of responses into the e-Sourcing Suite – do not leave it until the day of the Tender Submission Deadline.
- 5.4 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see– e-Sourcing tool Supplier Guidance (Attachment 18).
- 5.5 Additional Materials, Documents and Attachments
- 5.5.1 You must adhere to the following instructions;
 - 5.5.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.5.1.2 Any additional documents requested by the Authority must only be attached at the Question Level (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 in the question. They must be submitted in the format requested.
- 5.6 Only 1 (one) tender should be submitted per Potential Provider, irrespective of whether the Potential Provider is tendering for more than one Lot, or one or more Lots with a Subcontractor(s).
- 5.7 The information and documents that you are required to complete and return in order to submit a compliant Tender are:
- Attachment 2 Selection Questionnaire (electronically via the e-Sourcing Suite)
 - Attachment 3 Key Subcontractors Template
 - Attachment 4 Award Questionnaire (electronically via the e-Sourcing Suite)
 - all of section A; AND
 - section B question(s) for the Lot(s) you are bidding for; AND
 - section C question for the Lot(s) you are bidding for.
 - Attachment 9 - 15 'Pricing' for the Lot(s) you are bidding for
 - Attachment 17 Framework Agreement Population Template

5.8 Data Entry

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

5.8.1.1 All responses must be inserted into the relevant Bid Field unless an attachment is expressly permitted. Only information entered into the relevant Bid Field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender. For the avoidance of doubt no attachments will be permitted for questions AQA1 - AQA4 or AQB1 - AQB7 of Attachment 3 – Award Questionnaire.

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

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

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

5.8.1.5 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.

5.9 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.

5.10 Remember

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

5.10.2 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.

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

5.11 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see - Supplier Guidance (Attachment 18).

5.12 Additional Materials, Documents and Attachments

5.12.1 You must adhere to the following instructions;

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

5.12.1.2 Any additional documents requested by the Authority must only be attached at the Question Level (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 in the question. They must be submitted in the format requested.

5.13 Deadline for the submission of Tenders

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

5.14 Late Tenders

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

5.15 Uploading and submitting a Tender

- 5.15.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.15.2 All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.15.3 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 Attachment 18 for details of how to formally submit the Tender.
- 5.15.4 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.
- 5.15.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.15.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

5.16 Confidentiality

- 5.16.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.
- 5.16.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).
- 5.16.3 Customer contacts named in the Selection Questionnaire do not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 5.16.4 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.

5.17 Cyber Essentials Plus Scheme

- 5.17.1 To be awarded a place on the proposed Framework Agreement successfully it will be essential for the Potential Provider to meet the requirements of the Cyber Essentials Plus Scheme or equivalent, 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 Plus Scheme at:

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

- 5.17.2 The easiest way to demonstrate that the Cyber Essentials Plus requirements are met is to gain the Cyber Essentials Plus certificate, which is also likely to be the cheapest way to demonstrate compliance.
- 5.17.3 The specific requirements for Cyber Essentials Plus Scheme or equivalent are outlined in the Selection Questionnaire (Attachment 3) at question SQ8.3. Failure to meet this requirement will result in a 'Fail' and your Tender will be excluded from this Procurement.

6. CONTRACTING ARRANGEMENTS (SUBCONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2), will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or subcontracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.
- 6.3 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 6.6 below.
- 6.4 With the exception of Subcontractors identified in the Tender (and subject to paragraph 6.8), no organisation other than the Potential Provider will be able to provide Services through the Framework Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Subcontractors identified in the Tender.
- 6.5 **Subcontracting proposals:**
- 6.5.1 You need to complete question SQ1.2(b) (i) - (ii) in the Selection Questionnaire if you propose to use one or more Subcontractors.
- 6.5.2 The Authority does not require all Subcontractors to be disclosed. You need only disclose those Subcontractors who directly contribute to your ability to meet your obligations under the Framework Agreement (including under any Call Off Contract). There is no need to specify Subcontractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Framework Agreement. Please read the definition of Subcontractor in the Glossary attached to this document.
- 6.5.3 If you need to rely on the capability and/or experience of one or more Subcontractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.
- 6.5.4 Your Tender must clearly identify when it is relying on a Subcontractor in its response to a question, giving the name of the Subcontractor and explaining the Subcontractor's role, capability and experience as the context of the question requires.
- 6.5.5 The Supplier shall act as the prime Supplier responsible for the delivery of all the Services required under this Framework Agreement. Whilst the use of

approved third parties/Subcontractors is permitted, the Supplier will manage, control and maintain all Contracting Authority facing activities.

6.6 Group of Economic Operator proposals:

- 6.6.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call Off Contract.
- 6.6.2 Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of the Framework Agreement.
- 6.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to and complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.6.4 The Lead Contact should complete question SQ1.2 in the Selection Questionnaire (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.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
- 6.6.6 More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role, capability and experience as the context of the question requires.

6.7 Queries

- 6.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and subcontracting 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 8.

6.8 Changes to the contracting arrangements

- 6.8.1 The Authority recognises that arrangements in relation to subcontracting 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 subcontracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to subcontracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 25 of the Framework Agreement (Attachment 5).

6.9 Declaration of Compliance

- 6.9.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Subcontractor 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 8). You do this in the Participation Requirements questions of the Selection Questionnaire. 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 Subcontractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with this ITT and the Terms of Participation (Attachment 7).

7. TUPE

7.1 TUPE does not apply to this Framework Agreement and it is the Authority's view that TUPE is unlikely to apply to Call Off Contracts under this Framework Agreement.

7.2 At Further Competition stage, Contracting Authorities will provide information regarding their specific requirement. It will be the responsibility of the Supplier to take their own advice, based on information provided by the Contracting Authority during Further Competition, on whether TUPE is likely to apply in those particular circumstances at Call Off Contract and then to act accordingly.

7.3 Suppliers are encouraged to carry out their own due diligence exercise. Potential Providers are directed to review the Staff Transfer Schedule in the Call Off Contract as this provides the contractual mechanisms for dealing with transfers of employment should the Call Off Contract require them. Potential Providers should note that no further indemnities will be given in the event that there is a TUPE transfer.

7.4 Prices will need to be discussed and agreed with the Contracting Authority prior to the signing of the Call Off Contract and as indicated above, the expectation is that maximum prices will not be affected by TUPE. The Contracting Authority will be entitled to request evidence to support any request for an uplift in prices.

8. QUESTIONS AND CLARIFICATIONS

- 8.1 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 at paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 8.2 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.
- 8.3 If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.
- 8.4 Questions asked and or clarifications raised may be responded to in batches by the Authority, rather than one at a time.
- 8.5 If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 8.6 You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.
- 8.7 The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

9. OVERVIEW OF THE EVALUATION PROCESS

9.1 Paragraphs 10, 11 and 12 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

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

9.1.2 Selection - The Authority will assess your responses to the Selection Questionnaire (Attachment 2) in accordance with paragraph 11 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.

9.1.3 Award - The Authority will assess your response to the Award Questionnaire (Attachment 4) in accordance with paragraph 12 below (“**Award Stage**”).

9.2 Consensus Marking Procedure

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

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

9.2.2.1 independent evaluation; and

9.2.2.2 group consensus marking.

9.2.3 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 they attributed to an answer. All of the evaluators’ marks and related justifications will be recorded separately in the e-Sourcing Suite.

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

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

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

- 9.2.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 - Selection Questionnaire and Evaluation Guidance and Attachment 4 - Award Questionnaire and Evaluation Guidance. 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.
- 9.2.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.
- 9.2.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 9.2.4.6 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus manager to ensure no further modifications are made to the consensus marks and justifications.

10. COMPLIANCE/VALIDATION STAGE

10.1 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 Potential Providers but fail to produce a satisfactory response), be rejected by the Authority without proceeding to the next stage of evaluation.

10.2 If you cannot answer **Yes** to the questions in the 'Participation Requirements' section (Attachment 2 – Selection Questionnaire and Evaluation Guidance) PR1, PR2 and PR3, your Tender shall be excluded from further participation in this Procurement.

10.3 If you cannot answer **Yes** to the questions in the 'Participation Requirements' section (Attachment 2 – Selection Questionnaire and Evaluation Guidance) PR4, PR5 and PR6 your submission of a compliant Tender is at significant risk.

10.4 Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

11. SELECTION STAGE EVALUATION

11.1 The standard Selection Questionnaire is a self-declaration, made by you (the Potential Provider), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

11.2 The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your 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.

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

11.3.1 A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential Subcontractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Subcontractors that you rely on to meet the selection criteria must also complete a self-declaration (although Subcontractors that are not relied upon do not need to complete the self-declaration).

11.3.2 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 11.3.4, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

11.3.3 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 11.3.4, that your Tender will be excluded from this Procurement.

11.3.4 'Self Cleaning' (covering both mandatory and discretionary exclusion)

11.3.4.1 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 that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:

- (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;

- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

11.4 **Stage 2 – Selection Questionnaire section 5 – Economic and Financial Standing**

11.4.1 The information you submit in response sections 1.1 Potential Provider Information and 1.2 Bidding Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ4.2 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 10.4.

11.4.2 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 response to the Selection Questionnaire (Attachment 2). 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 is 55 or more, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.

11.4.3 If any of the following circumstances arise:

11.4.3.1 the score provided by the Credit Reference Agency (Dun and Bradstreet) is less than 55;

11.4.3.2 no standard Credit Reference Agency score is available for your organisation,

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

11.4.4.1 a statement of your turnover for the most recent year of trading;

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

11.4.4.3 an alternative means of demonstrating financial status.

11.4.5 The Authority will use the information described in paragraph 11.4.4, 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 that can be viewed at Attachment 16 Financial Assessment Template, which covers a range of financial risk indicators.

- 11.4.6 If the Authority then determines (in accordance with paragraph 11.4.5) that the financial risk is determined as being acceptable, then your Tender will proceed to Section 3 of the Selection Stage evaluation process.
 - 11.4.7 If the Authority determines (in accordance with paragraph 11.4) that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 11.4.2 to 11.4.7 in respect of the proposed Framework Guarantor.
 - 11.4.8 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 10.4.4 has not been provided, then the Tender will be excluded from further involvement in the Procurement.
 - 11.4.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having 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 11.4.2 to 11.4.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains unacceptable, the Tender will be excluded from further involvement in this Procurement.
- 11.5 Stage 3 - Selection Questionnaire Sections 6, 7 and 8 - Technical and Professional Ability, Modern Slavery and Additional Questions**
- 11.5.1 The Selection Questionnaire (Attachment 2) will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use Subcontractors, you should complete all of the selection questions on behalf of the consortium and/or any Subcontractors.
 - 11.5.2 If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay the Authority reserves the right to amend the contract award decision and award to the next compliant Potential Provider.
 - 11.5.3 Consequences of misrepresentation**
 - 11.5.4 If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an Authority or Contracting Authority to enter into a contract, there may be significant consequences. You may be excluded from the Procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further Procurements for five years.

- 11.5.5 Evaluators will assess responses to the questions in Section 6 and award a 'Pass' or a 'Fail' based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2 and in comparison to requirements as set out in Attachment 5a Framework Agreement Schedule 2 Part A 'Services'.
- 11.5.6 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure as described within paragraph 9.2 in this ITT document.
- 11.5.7 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 12) and will be excluded from further consideration for the purposes of this Procurement.
- 11.5.8 Evaluators will check responses made to Sections 7 and 8 and award a 'Pass' or a 'Fail' based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2.
- 11.6 **Selection of Tenders for the Award Stage evaluation**
 - 11.6.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
 - 11.6.2 pass the compliance checks stated in paragraph 9.1.1;
 - 11.6.3 are not excluded under the provisions of Stage 1 above;
 - 11.6.4 acceptable in terms of the economic and financial standing requirements at Stage 2 above;
 - 11.6.5 meet the standards set out in Regulation 58 at Stage 3 above; and
 - 11.6.5.1 achieve a 'Pass' to all the questions in Stage 3 above will proceed to the Award Stage evaluation (as described in paragraph 12). All other Tenders will be excluded from this Procurement.
 - 11.6.6 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.

12. AWARD STAGE EVALUATION

- 12.1 Once the Potential Provider's Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to Attachment 4 - Award Questionnaire and Evaluation Guidance which will be evaluated in accordance with this paragraph 12.
- 12.2 The Award Stage evaluation will comprise of:
- 12.2.1 an evaluation of Potential Provider's answers to the Award Questionnaire ("**Quality Evaluation**"); and
 - 12.2.2 an evaluation of the prices tendered in response to the Price Information ("**Price Evaluation**")
- for each Lot.
- 12.3 The maximum possible score capable of being achieved by a Potential Provider for any Lot for which they have competed will be 100 (being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively e.g. 90 (Quality) + 10 (Price)
- 12.4 Available scores for each Lot summarised below:

LOT	QUALITY EVALUATION %		PRICE EVALUATION %	MAXIMUM POSSIBLE SCORE %
	Section A	Section B	Section C	
Lot 1	60	30	10	100
Lot 2	60	30	10	100
Lot 3	60	30	10	100
Lot 4	60	30	10	100
Lot 5	60	30	10	100
Lot 6	60	30	10	100
Lot 7	60	30	10	100

12.5 Most Economically Advantageous Tender

12.5.1 This Procurement will be awarded on the basis of the most economically advantageous tender. The Authority will assess which Tender constitutes the most economically advantageous Tender amongst those offered using the methodology as detailed in paragraph 12.6 and paragraph 12.7.

12.5.2 Potential Providers who fail to achieve or exceed the Minimum Pass Score - a total weighted score of 51% (combined price and quality) - will be deemed as having failed the Tender will be excluded from further participation in this Procurement.

12.6 Quality Evaluation Process

12.6.1 The evaluation of each response to the Award Questionnaire and Evaluation Guidance (Attachment 4) will be conducted and consensus checked in accordance with the Consensus Marking Procedure as described in paragraph 9.2 of this document.

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

Section A – AQA1, AQA2, AQA3, and AQA4	
MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question
Section B - AQB1, AQB2, AQB3, AQB4, AQB5, AQB6 and, AQB7	

12.6.3 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question. The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 12.6.4 below. For example if a Potential Provider achieved a mark of 50 out of 100 for a question, it would equate to 50%; so, where the Maximum Score Available is 2, the Potential Provider would therefore score 1 for that question.

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

Overview of Quality and Price Evaluation (quality criteria and Maximum Score Available)

Section		Available Marks	Maximum Mark Available	Maximum Score Available	Section Weighting %
Section A - Applicable to All Lots					
AQA1	Supply Chain Management	100/66/33/0	100	15	15
AQA2	Complaint Handling	100/66/33/0	100	15	15
AQA3	Security - Personnel	100/66/33/0	100	15	15
AQA4	Security - Services	100/66/33/0	100	15	15
Maximum Score Available at Section A				60	60
Section B - Lot Specific Questions – applicable only to the Lot(s) you are tendering for					
AQB1	Lot 1 - Response	100/80/60/40/20/0	100	30	30

AQB2	Lot 2 - Response	100/80/60/40/20/0	100	30	30
AQB3	Lot 3 - Response	100/80/60/40/20/0	100	30	30
AQB4	Lot 4 - Response	100/80/60/40/20/0	100	30	30
AQB5	Lot 5 - Response	100/80/60/40/20/0	100	30	30
AQB6	Lot 6 - Response	100/80/60/40/20/0	100	30	30
AQB7	Lot 7 - Response	100/80/60/40/20/0	100	30	30
Maximum Score Available at Section B for each individual Lot				30	30
Section C - Pricing (Lot Specific) – applicable only to the Lot(s) you are tendering for					
AQCX	Lot 1 - Pricing	0-100	100	10	10
AQCX	Lot 2 - Pricing	0-100	100	10	10
AQCX	Lot 3 - Pricing	0-100	100	10	10
AQCX	Lot 4 - Pricing	0-100	100	10	10

AQCX	Lot 5 - Pricing	0-100	100	10	10
AQCX	Lot 6 - Pricing	0-100	100	10	10
AQCX	Lot 7 - Pricing	0-100	100	10	10
Maximum Score Available at Section C for each individual Lot				10	10

12.7 Price Evaluation Process

12.7.1 Prices submitted by you in the Bid Fields for those Lots tendered for, will be recorded and evaluated in accordance with the following process.

12.7.2 You are required to submit price(s) for each of the Lot(s) you are Tendering for in the relevant pricing document(s).

12.7.3 A failure to provide a price where required is likely to result in the Tender being deemed non-compliant and excluded from further participation in this Procurement in respect of the affected Lot(s).

12.7.4 Pricing

12.7.4.1 At question AQC1 - AQC7 you are required to insert the pricing information required in the relevant attachment (Attachments 9 - 15) – ensuring all instructions are followed -, then attach your completed pricing document to the relevant question (AQC1 – AQC7) in the eSourcing Suite, and then select ‘Yes’ at that relevant AQC1 – AQC7 to confirm you have done so...

12.7.4.2 For the purposes of the responses to this Procurement it should be presumed that all of the Services may be conducted anywhere within the boundaries of the UK with the exception of the following: Isle of Man, Channel Islands, Isles of Scilly, Northern Ireland, Scottish Highlands and Islands. Though please be aware of the Services described at Attachment 5a Framework Agreement Schedule 2 which indicate that some international locations may be required. Any such requirement will be defined by Contracting Authorities as part of Further Competition.

12.7.5 Price Evaluation Stages - AQC1– AQC7 will be evaluated in accordance with the following process:

12.7.5.1 Price Evaluation Stage 1

You will be awarded a Pass or Fail based on whether you have provided pricing that correctly follows the instructions in the pricing document for this Lot (instructions are in Attachments 9 – 15).

If you fail this Price Evaluation Stage 1 then your tender will not proceed to Stage 2 and will be excluded from further consideration for the purposes of this Procurement.

If you pass this Price Evaluation Stage 1 then your tender will proceed to Price Evaluation Stage 2

12.7.5.2 Price Evaluation Stage 2

If you have been awarded a ‘pass’ at AQC1 to AQC7 the pricing you provide in the Pricing document will then be evaluated in accordance with the process described at paragraphs 12.7.6 – 12.7.9.

- 12.7.6 The Authority will evaluate the Total Price by comparing the Total Price offered against all other Total Prices submitted by other Potential Providers.
- 12.7.7 Every Potential Provider who submitted prices for that Lot will be ranked from lowest to highest Total Price and will be awarded a percentage of the maximum score available on a reducing basis based on the price submitted versus the lowest price submitted. The scoring mechanism is explained and process illustrated at paragraph 12.7.8 below.
- 12.7.8 Scoring mechanism for pricing submitted in response to AQC1 - AQC7:
- 12.7.8.1 Your maximum Total Price will be evaluated against the range of Total Prices submitted by all Potential Providers for that Lot.
- 12.7.8.2 The Potential Provider with the lowest Total Price in each Lot, shall be awarded the Maximum Score Available. The remaining Potential Providers shall be awarded a percentage of the Maximum Score Available equal to their Total Price, relative to the lowest price submitted.
- 12.7.8.3 The calculation used is the following:

$$\text{Score} = \frac{\text{lowest Total Price Tendered}}{\text{your Total Price Tendered}} \times [] \text{Maximum Score Available}$$

12.7.8.4 Example:

- Potential Provider A achieves the lowest price of £1,000. Potential Provider A is awarded the Maximum Score Available of 2;
- Potential Provider B submits a price of £2,000. As the price is twice as expensive as Potential Provider A's price, Potential Provider B is awarded 50% of the Maximum Score Available, namely 1;
- Potential Provider C submits a price of £2,500 and is awarded 40% of the Maximum Score Available, namely 0.8.

12.7.9 Potential Providers are required to provide prices where specified in the pricing document for every Framework Lot(s) you are bidding for. A Total Price for the Framework Lot will be calculated using the sum of all prices the Potential Provider has provided in the pricing document for that particular Framework Lot. It is the Total Price that will be evaluated. We will only review the breakdowns you have given, should your Tender appear abnormally high or low.

12.8 Price Evaluation methodology

12.8.1 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.

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

12.8.3 If a Total Price you have provided is abnormally low the Authority may reject your Tender. The steps the Authority will take in this event are as follows:

12.8.3.1 to request in writing an explanation of the abnormally low Total Price, which may include explanations of one or more of the following;

- a) the economics of the Services provided;
- b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
- c) the originality of the Services;
- d) your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
- e) your compliance with the Subcontracting obligations referred to in Regulation 71;
- f) the possibility of you obtaining state aid;

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

12.8.3.3 to subsequently verify with them the Total Price being abnormally low and confirm whether, at the Authority's sole discretion, the Total Price submitted is accepted for this Procurement or whether the Authority is rejecting your Tender.

12.8.4 The **"Price Score"** is a percentage of the Maximum Score Available equal to your Total Price, relative to the lowest price submitted.

12.9 **Final Score**

1.1.1 The Quality Score you achieve for a Lot will be added to the Price Score you achieve for the same Lot to determine your final score for each applicable Lot (**"Final Score"**).

13. FINAL DECISION TO AWARD

- 13.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Potential Providers who offer the most economically advantageous Tenders will be awarded a Framework Agreement.
- 13.2 The most economically advantageous Tenders for a particular Lot will be the Potential Providers that have achieved a Final Score of 51% or higher, the **“Minimum Pass Score”**.
- 13.3 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of it's intention to award a Framework Agreement.
- 13.4 Following a Standstill Period of 10 days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 13.5 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful 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.
- 13.6 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.
- 13.7 The Authority may request further information at this point, for example, geographical limitations. This information will not be tested, but will be used by Contracting Authorities at Call Off stage and the Authority for the purposes of framework management.

14. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means the Minister for the Cabinet Office (“ Cabinet Office ”) represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP.
Award Questionnaire	means the award questionnaire a copy of which is provided at Attachment 4 and set out in the online e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 12;
Bid Fields	mean the bid fields set out in the online 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 6. 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 also at Attachment 6;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.2;
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-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 'Final Decision to Award';
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 5 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Prices	Means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure), as tendered by the Supplier at Framework Agreement 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;
Further Competition	means the Further Competition Procedure as described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
Services	means the services that may be provided by Suppliers, as set out at Framework Schedule 2 (published at Attachment 5a);
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services ;
Invitation to Tender or ITT	means this 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;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 0.75 per cent (0.75%) of all charges for the Services invoiced to Contracting Authorities (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call Off Contract;
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 12.6.4;
Occasion of Tax Non-Compliance	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ol style="list-style-type: none"> 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any</p>

	jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Potential Provider	has the meaning in paragraph 6.3;
Price Evaluation	means part of the Award Stage used to evaluate the prices 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 12.8.4;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authorities as described in the OJEU Contract Notice;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 12.6.4;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 11;
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 'Final Decision to Award';
Subcontractor	<p>means a third party which:</p> <ul style="list-style-type: none"> a) provides the Goods and/or Services (or any part of them); b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or c) is responsible for the management, direction or control of the Goods and/or Services (or any part of them); <p>pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;</p>
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Clarifications Deadline	means the time and date set out in paragraph 4.2 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and
Total Price	means the total price calculated in the 'Total Price' box of the Pricing documents for each Lot in Attachments 9 - 15.
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.