



INVITATION TO TENDER

Digital Training and Support Framework

REFERENCE NUMBER

02112015

Invitation to Tender (ITT) for Digital Training and Support Framework

This Invitation to Tender (ITT) consists of this document, together with the attachments listed below. This ITT document consists of:

- [1. Introduction](#)
- [2. Framework Agreement and Call-Off Contract](#)
- [3. Requirements and lot structure](#)
- [4. Procurement timetable](#)
- [5. Completing and submitting an application](#)
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and includes the following attachments:

- | | |
|--------------|-----------------------------|
| Attachment 1 | Supplier Declaration |
| Attachment 2 | Requirements |
| Attachment 3 | Framework Agreement |
| Attachment 4 | Call-Off Contract |
| Attachment 5 | Commercial Rates |
| Attachment 6 | Evaluation Guide |
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1. Introduction

- 1.1 The Government Digital Service (GDS), which is a trading fund of the Cabinet Office, is managing this procurement. GDS is referred to as 'the Authority' in this procurement and it is located at Aviation House, 125 Kingsway, London, WCB 6NH.
- 1.2 You, along with other organisations participating in this procurement, are referred to as 'applicants'.
- 1.3 This procurement will establish a multi-supplier pan-government Framework Agreement for the purchase of digital training and support services known as the 'Framework Agreement' (see Attachment 3, Framework Agreement, for more information).
- 1.4 This ITT contains the information that applicants need to submit a compliant Application. Please see the glossary at the end of this document for key definitions.
- 1.5 Please read the information and instructions carefully as non-compliance may result in disqualification (specifically Attachment 7, Declaration of Compliance).
- 1.6 If you are participating in this procurement as a member of a consortium or a special purpose vehicle, or you are using sub-contractors, please read the guidance in question 32 (Attachment 1, Supplier Declaration).
- 1.7 The Authority is using the eSourcing portal tool (specifically to manage this procurement. No hard copy documents will be issued and all communications (including the submission of Applications) will be via the eSourcing portal tool. To ensure all communications relating to this procurement are received, you must ensure that the point of contact you nominate in the eSourcing portal tool is accurate at all times as the Authority will not be under any obligation to contact anyone else.
- 1.8 The selection and award questionnaires are known as the Supplier Declaration for this procurement. Further information on this can be found in Attachment 1, Supplier Declaration.
- 1.9 You can ask questions or seek clarifications regarding this procurement. You must read all the information contained within this ITT and its attachments thoroughly so that questions or clarifications are not raised unnecessarily. See paragraph 7 for further guidance on asking questions.

- 1.10 The Authority is managing this procurement in accordance with its general obligations under the Public Contracts Regulations 2015 (the 'Regulations'), and specifically in accordance with the open procedure (Regulation 27) and the requirements relating to Framework Agreements (Regulation 33).

2. Framework Agreement and Call-Off Contract

- 2.1 This procurement will result in the award of a Framework Agreement to successful applicants. The Framework Agreement will enable Contracting Bodies (as described in the OJEU Contract Notice), including the Authority, to place orders with successful applicants for their services via Call-Off Contracts.
- 2.2 The Framework Agreement and Call-Off Contract terms and conditions are available in attachments 3 and 4.
- 2.3 The Framework Agreement and Call-Off Contract terms are non-negotiable. However, you may seek clarification of the terms throughout the clarification period (see paragraph 7).
- 2.4 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate the applicant's Application including the charges and the approach to delivering the services.
- 2.5 The Authority will manage the overall performance of the Framework Agreement by suppliers and collect management information.
- 2.6 The Framework Agreement will be available to Contracting Bodies throughout the whole of the UK, including Northern Ireland, Scotland and Wales, as described in the OJEU Contract Notice.
- 2.7 Being appointed to this Framework Agreement does not offer an exclusive right to supply, or guarantee that a supplier will receive any business at all under the Framework Agreement.
- 2.8 The ordering process, known as the call-off procedure, is set out in Schedule 5 of the Framework Agreement.
- 2.9 All orders placed by Contracting Bodies will be subject to the terms and conditions of both the Framework Agreement and Call-Off Contract.
- 2.10 The contracting body will manage the supplier's day-to-day performance of the Call-Off Contract.

3. Requirements and lot structure

3.1 A detailed description of the services that a Framework Agreement supplier will supply is set out in the Framework Agreement (Section 2 - Services Part A) and in the OJEU Contract Notice. The OJEU Contract Notice is available at <http://ccs.cabinetoffice.gov.uk/i-am-buyer/procurement-pipeline>.

3.2 The services covered by this procurement have been sub-divided into 2 Sections and has a total of 5 Lots:

Section A: assisted digital

LOT 1 - Support to use government digital services

Section B: digital inclusion

LOT 2 - Digital inclusion research and analysis

LOT 3 - Design of a digital inclusion course, product or intervention

LOT 4 - Delivery of digital inclusion/basic digital skills training

LOT 5 - Digital inclusion marketing and promotion

More information about each Lot can be found in the Requirements document in Attachment 2. Suppliers may apply for one Lot, any combination of Lots, or all Lots.

3.3 Details of the potential value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

3.5 Government policy is likely to mandate that UK central government departments, executive agencies and non-departmental public bodies purchase services using this Framework Agreement. Please note that any government policy which mandates the use of the Framework Agreement will not mean that the suppliers on the framework have an exclusive right to supply. Government may change its policy at any time during the term of the Framework Agreement without liability to suppliers.

4. Procurement timetable

- 4.1 The anticipated timetable for this procurement is set out below and is subject to change.
- 4.2 You will be informed of any changes via the eSourcing portal. Changes to any dates will be made in accordance with the regulations where applicable.

DATE	ACTIVITY
16th November 2015	Despatch of the OJEU Contract Notice
19th November 2015	eSourcing Portal opens for OJEU expression of interest and invitation to tender submissions
19th November 2015	Clarification period starts
8th December 2015	Supplier Clarification Event
28th December 2015	Clarification period closes at 5pm GMT (" Application clarifications deadline ")
6th January 2016	Deadline for the publication of responses to Application clarification questions at 5pm GMT
18th January 2016	Deadline for submission of Applications to the authority at 12noon GMT (" Application submission deadline ")
14th March 2016	Intention to award notification issued to successful and unsuccessful applicants.
15th March 2016	10 day standstill period (in accordance with Regulation 32)
1st April 2016	Expected commencement date for Framework Agreement(s)

5. Completing and submitting a Tender

5.1 Terms of participation

The below terms regulate the conduct of all applicants throughout the procurement.

The applicant agrees:

- 5.1.1 **(Conduct)** to abide by the terms set out in this ITT and ensure all of their staff, contractors and consortium members do the same.
- 5.1.2 **(Contact and canvassing)** not to canvass any government agent or attempt to obtain non-public information regarding the procurement. Any attempt will result in disqualification from this procurement.

5.1.3 (**Collusive behaviour**) to ensure that the applicant, its staff, contractors. and any consortium members do not:

- fix or adjust any element of the applicant's response in a way that harms competition
- share the prices, or information which would enable the approximate prices included in the applicant's response to be calculated, with anybody other than the Authority
- enter into any arrangement with any person, so that person refrains from submitting a response
- disclose any information relating to a response
- agree payment or inducement to anybody.

Breaches of the above may disqualify the applicant from the procurement.

The Authority may require an applicant to put any procedures in place that the Authority considers necessary to prevent any collusive behaviour.

This paragraph 5.1.3 does not apply to communication which takes places with the applicant's consortium members, or where disclosure is made in confidence to obtain necessary information or security for the response, so long as the communication or disclosure is not intended to distort competition and does not distort competition.

5.1.4 (**Right to verify information**) that the Authority may ask the applicant to confirm that response information is accurate. This request may also require the applicant to seek this confirmation from a subcontractor, consortium member(s) or both.

The Authority may seek independent assistance to validate information submitted by an applicant or to assist in the response evaluation process, or both.

The Authority may conduct site visits of any premises indicated by the applicant to be used in connection with the services or audits during the procurement.

The Authority may require the applicant to clarify aspects of their response and provide additional information.

5.1.5 (**Right to cancel or vary the procurement**), the Authority may, by giving notice (subject to the rules set out in the regulations):

- change the basis of, or the procedures for, procurement

- amend, clarify or withdraw all or part of the documentation at any time during the procurement
- vary any timetable or deadlines set out in the documentation
- not award a contract nor conclude a Framework Agreement for some, or all, of the goods or services or both
- cancel all or part of the procurement at any stage.

The applicant acknowledges that the Authority is not obliged to accept any response or conclude a Framework Agreement or Call-Off Contract with any applicant.

The Authority reserves the right to terminate all or part of the procurement, for any reason.

5.1.6 (Right to disqualify or exclude) The Authority may exclude or disqualify a response from this procurement if an applicant fails to provide them with:

- the information requested
- a full response to any question
- documentation referred to in a response and/or
- a response within a specified timescale.

The Authority may exclude an applicant from this procurement if:

- the applicant fails to fully comply with the requirements of this procurement
- it becomes aware that the applicant has breached these Terms of Participation
- it becomes aware of a misrepresentation in an applicant's response.

If the Authority excludes or disqualifies an applicant under these Terms of Participation or any procurement documentation it may:

- disqualify only the affected response and allow the applicant to participate as a consortium member in another response; or
- exclude the applicant from any involvement in this procurement in its own name or as a subcontractor or consortium member in another response.

The Authority may exclude an applicant from this procurement where there is a change in identity, control, financial standing or other factor impacting on the selection or award process or both, which would affect the Authority's evaluation of the applicant's response.

5.1.7 (Status of the procurement documentation) No information contained in this ITT, including the Attachments, or in any communication made between the Authority and the applicant, will give rise to any contract

(other than the Framework Agreement) or agreement between any Applicant or consortium member and the Authority. In particular, nothing in this documentation or any such communication is a contract, agreement or representation that any contract will be entered into or a Framework Agreement concluded in accordance with the response or at all.

The Authority will not be committed to any course of action as a result of:

- issuing any documentation relating to the procurement
- communicating with applicants or their representatives in respect of this procurement
- any communications between applicants, the Authority and/or any relevant government agent in respect of this procurement.

The procurement documentation has been prepared in good faith but does not claim to be a comprehensive statement of all matters, nor has it been independently verified.

Neither the Authority nor its advisors, directors, officers, members, employees or other staff or agents:

- accept any liability or responsibility for the accuracy or completeness of the procurement documentation
- make any representation or warranty, express or implied, with respect to the information the procurement documentation contains nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

The applicant will form its own conclusions and make an independent assessment of the Framework Agreement and Call-Off Contract requirements and should seek its own financial and legal advice about the methods and resources needed to meet the Authority's requirements.

The Authority does not accept responsibility for the applicant's assessment of the requirements of this procurement.

The applicant is responsible at their own expense, for obtaining all information required to prepare its response.

The exclusions in this paragraph do not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of the Authority.

5.1.8 **(Concluding the Framework Agreement)** If its response is accepted by the Authority, the applicant should execute the final Framework Agreement within 10 calendar days of the date on which the Authority notifies it that its response has been accepted.

5.1.9 **(Costs)** The Authority will not reimburse any costs incurred by the applicant in connection with this procurement.

5.1.10 **(Confidentiality)**

Public distribution. The content of this procurement is being made available on the condition that any applicant:

- treats it as confidential at all times, unless it is already in the public domain
- only uses the contents for the purposes of preparing a response (or deciding whether to respond) and
- does not undertake any promotional activity related to this procurement.

An applicant may disclose any information to its advisers, subcontractors, consortium members or to any other person provided that one or more of the following applies:

- this is done for the sole purpose of enabling the applicant to submit a response and the person receiving the information undertakes in writing to keep the information confidential on the same terms imposed by these Terms of Participation
- it obtains the Authority's prior written consent in relation to such disclosure, distribution or passing of information
- the sole purpose is to obtain legal advice from external lawyers in relation to the procurement
- the applicant is legally required to make such a disclosure
- the information has been published in accordance with the Freedom of Information Act 2000 (FoIA) clause and Transparency clause outlined in the ITT.

The Authority may disclose information submitted by applicants during the procurement to other public sector bodies, its contractors, and to other government departments.

Reporting. All central government departments and their executive agencies and non departmental public bodies are subject to control and reporting within government.

For these reporting purposes, the Authority may disclose within government any of the applicant's information (including confidential

and commercially sensitive information) submitted by the applicant during this procurement. Applicants taking part in this competition consent to these terms as part of the competition process.

5.1.11 **(Freedom of Information Act)** In accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 ('FoIA') and the Environmental Information Regulations 2004 (EIR), all information submitted to the Authority may be disclosed in response to a request for information made to the FoIA and the EIR. See Clause 27.4 of the Framework Agreement for more information.

5.1.12 **(Transparency)** In accordance with the government's policy on transparency, the Authority reserves the right to make all or part of the information (including the Framework Agreement and Call-Off Contract) publicly available (subject to any redactions made at the discretion of the Authority by considering and applying relevant exemptions under the FoIA). See Clause 27.3 of the Framework Agreement for more information.

5.1.13 **(Intellectual Property Rights)** All documentation issued will remain the property of the Authority and will be used by the applicant for the purposes of this procurement only.

The applicant grants the Authority a royalty-free, non-revocable licence to amend and reproduce any intellectual property contained within the response for the purpose of complying with the law and/or any government guidance; and/or carrying out the Authority's business activities. This licence will also permit the Authority to sublicense the use of the response to its advisers or subcontractors or other Contracting Bodies for the same purposes.

5.1.14 **(No inducement of incentive)** The applicant acknowledges and agrees that nothing contained within the documentation shall constitute an incentive to an applicant to submit a response or enter into the Framework Agreement or any other contractual agreement.

5.1.15 **(Law and jurisdiction)** Any dispute relating to this procurement shall be governed by and construed in accordance with the laws of England and Wales. See Clause 49 of the Framework Agreement for more information.

5.2 The Authority utilises the eSourcing portal tool to provide governance around the sourcing process. Your response must be managed through this tool. Please keep the following in mind:

- It is your responsibility to ensure that you have submitted a fully compliant Application.
- You should ensure that you are using the latest versions of this document and its Attachments.
- Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be unable to proceed further in this procurement.
- Allow plenty of time to enter responses into the eSourcing portal tool. You are advised to start this activity as soon as possible and not to leave it until the Application submission deadline.

5.3 For technical guidance on how to complete questions and bid fields, and how to upload requested attachments, please see Attachment 8 (eSourcing suite - Supplier Guidance).

5.4 Additional materials - you must adhere to the following instructions:

- No additional attachments should be submitted with an Application unless specifically requested by the Authority.
- Any additional documents requested by the Authority must only be attached in the eSourcing portal tool using a unique, unambiguous and relevant file name. Any documents must be submitted in the format requested by the Authority in the question.

5.5 Data entry - an Application must adhere to the following instructions:

- All answers must be inserted into the relevant answer box beneath the relevant question, unless an attachment is permitted. Only information entered into the relevant answer box, or as an attachment supplied in accordance with the Authority's instructions, will be taken into consideration for the purposes of evaluating an Application.
- The Application must be submitted in English.
- Where a number of options are offered as a response to a question, you must select the relevant option from the drop down list.
- You must not answer questions by cross referring to other answers or to other materials (eg annual company reports located on a website).
- Stay within specified character restrictions. Any text that falls outside the limit will not be taken into account by the Authority. Any stated character limit includes spaces and punctuation.

5.6 Deadline for the submission of Applications

All Applications must be received by the Authority before the Application submission deadline (see the procurement timetable in paragraph 4).

Applications received on or after the Application submission deadline will normally be rejected by the Authority. In exceptional circumstances, the

Authority may, at its discretion, accept an Application received after the Application submission deadline, where this complies with the Regulations.

5.7 Uploading and submitting a Tender

5.7.1 You are responsible for ensuring that your Application has been successfully completed in the eSourcing portal prior to the Application submission deadline.

5.7.2 All Applications must be submitted to the Authority using the eSourcing portal. Applications submitted by any other means will not be accepted.

5.7.3 Elements of an Application may be opened and submitted, or attached as required, at any time before the Application submission deadline using the eSourcing portal.

5.7.4 You may modify and resubmit your Application at any time prior to the Application submission deadline. Upon the Application submission deadline, you must ensure that you have submitted all responses and attached any attachments as requested through the eSourcing portal. Applications cannot be modified after the Application submission deadline.

5.7.5 Your Application must remain valid and capable of acceptance by the Authority for a period of 120 days following the Application submission deadline. An attempt to submit an Application with a shorter validity period may lead to the rejection of your Application.

5.9 Disclosure of Information

5.9.1 The Authority may share an applicant's information with other applicants in accordance with the procedures described in the procurement documentation for raising questions and/or seeking clarification as set out in section 7 of this document.

6. Contracting arrangement (sub-contracts and consortia)

Your Application must convey an accurate picture of how the Authority's minimum requirements for legal, economic and technical capacity, as set out in the Supplier Declaration, will be satisfied.

Your Application must be completed in the name of the legal entity that will ultimately enter into a Framework Agreement with the Authority.

With the exception of sub-contractors identified in the Application no organisation other than the applicant will be able to provide services through the Framework Agreement.

Applications from economic operators collaborating as a consortium or sub-contracting elements are welcome. Where one of these approaches is adopted the following guidance must be followed.

6.1 Sub-contracting proposals

You must inform the Authority in your Application if you need to rely on the capability / experience of one or more sub-contractors in your Application to demonstrate your ability to provide the Framework Agreement services. Any applicant using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s).

An applicant must clearly identify when it is relying on a sub-contractor. It must provide the name of the particular sub-contractor and explain the sub-contractor's capability and experience as the context of the question requires.

The Authority only requires an applicant to disclose those sub-contractors who directly contribute to the applicant'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 applicant (such as window cleaners, lawyers, desktop software providers etc) that indirectly enable the applicant to perform the Framework Agreement. For example, if the Authority requires a supplier to hold a particular licence, the applicant may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor 'XYZ Co'.

6.2 Consortium proposals

If a Group of economic operators wish to act jointly to provide the services they may do so:

with all parties signing the Framework Agreement and assuming joint responsibility for performance (including any Call-Off Contract). Please note that in accordance with Regulation 19 the Authority may require the consortium to form a single legal entity for the purpose of concluding the Framework Agreement; or

using a separate entity (often referred to as a Special Purpose Vehicle or SPV) who will ultimately enter into a Framework Agreement with the Authority. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the consortium members will need to nominate a guarantor for the SPV's performance of the Framework Agreement.

The consortium should nominate a Lead Contact to lead the bidding process. If the SPV is already in existence, then the Lead Contact should lead and complete the Application on behalf of and in the name of the SPV. If the SPV does not yet exist or the consortium plans to collaborate on a joint basis, then the consortium should nominate a Lead Contact to complete the Application on behalf of all the consortium members.

The applicant must inform the Authority in its Application if it relies on the capability and/or experience of one or more consortium members to demonstrate the consortium's ability to provide the services in accordance with the requirements of the ITT and the Framework Agreement.

An applicant's Application must clearly identify in response to any question, when it is relying on another consortium member. It must provide the name of the particular consortium member and explain the consortium member's capability and experience as the context of the question requires.

6.3 Queries

It is difficult for these instructions to deal with all potential consortium and sub-contracting scenarios. Contact the Authority at the earliest opportunity in accordance with paragraph 7 if you are unsure how to classify and communicate your contracting arrangements in your Application.

6.4 Changes to the contracting arrangements

The Authority recognises that consortia and sub-contracting arrangements may be subject to change if your Application is accepted. Your Application should reflect your expected consortia or sub-contracting arrangements at the time of Application, and these details will be used to assess your Application. You must notify the Authority at the earliest opportunity of any change in relation to these arrangements which occurs after you have signed the Framework Agreement. Any consortia and sub-contracting changes made once on the framework will be dealt with in accordance with the relevant clause within the Framework Agreement.

7. Questions and clarifications

- 7.1 You may raise questions regarding this procurement at any time prior to the Application clarifications deadline (see the procurement timetable as set out paragraph 4). Questions must be submitted using the messaging facility provided within the eSourcing tool.

- 7.2 The Authority will not enter into exclusive discussions regarding this procurement with you.
- 7.3 To ensure that all applicants have equal access to information regarding this procurement, the Authority will publish all its responses to questions raised by all applicants.
- 7.4 All responses to your questions will be published by the Authority in a questions and answers document, which will be available in the attachments section of the eSourcing tool.
- 7.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular intervals. The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, within four working days following the Application clarifications deadline.
- 7.6 If you wish to ask a question or seek clarification without the Authority revealing the question and the answer on the eSourcing tool, 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 ask you to decide whether:
- the question/clarification and the response should in fact be published; or
 - you wish to withdraw the question/clarification.
- 7.7 The Authority may contact you at any time, both during the procurement and post award with information, or with directions which require your action.
- 7.8 You are responsible for monitoring the questions and answers document within the eSourcing tool 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 Application.

8. Overview of the evaluation process

The process by which the Authority will assess your Application is set out below and in attachment 6 (Evaluation Guide).

The evaluation procedure is divided into the following two key stages, which the Authority may nevertheless decide to run concurrently;

- 8.1.1 Qualification Stage evaluation - Compliance/validation – The Authority will check your Application to ensure it is compliant with the ITT and that your responses are valid. Noncompliant Applications may be excluded from this Procurement by the Authority. Supplier Declaration (attachment 1) shall be used for evaluation.

- 8.1.2 Selection and Award - The Authority will address both of these aspects in its assessment of your Response to the Technical Evaluation and Requirements (attachment 2) and Commercial Rates Evaluation (attachment 5). Applications that do not meet the criteria contained within Attachment 1 will be excluded from this Procurement by the Authority.

The evaluation process is summarised from start to finish in the following flow chart:

Supplier Declaration -

Mandatory Questions

A.	Digital Training and Support essentials	Pass/Fail
B.	About you	Not scored
C.	Grounds for mandatory exclusion	Pass/Fail
D.	Grounds for discretionary exclusion	Pass/Fail

Technical Evaluation - 60%

LOT 1 - Support to use government digital services	60%
LOT 2 - Digital inclusion research/analysis	60%
LOT 3 - Design of DI Course product or Intervention	60%
LOT 4 - Delivery of digital inclusion/basic skills training	60%
LOT 5 - Digital Inclusion Marketing and Promotion	60%

Commercial/Price Evaluation - 40%

LOT 1 - Support to use government digital services	40%
LOT 2 - Digital inclusion research/analysis	40%
LOT 3 - Design of DI Course product or Intervention	40%

LOT 4 - Delivery of digital inclusion/basic skills training 40%

LOT 5 - Digital Inclusion Marketing and Promotion 40%

Aggregate Technical and Commercial - 100% All Lots

Each response shall be scored separately in line with Technical and Commercial aggregate of 100% for each LOT.

Further detail can be found in the Evaluation Guide (attachment 6)

9. Supplier Declaration Evaluation

9.1. The information submitted in your response to the Supplier Declaration will enable the Authority to consider your economic standing and technical and professional ability. If you fail to respond fully and accurately your Application may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Applications from this Procurement.

9.2. Sections A and B – Digital Training and Support essentials and About You.

The applicant is required to provide answers to all questions in this section within Supplier Declaration (attachment 1).

9.3. Sections C and D – Grounds for Exclusion

9.3.1. In certain circumstances the Authority is required by the Regulations to exclude an Applicant from participating in this Procurement. If an Applicant cannot answer No to every statement in questions 35-38 (Grounds for Mandatory Exclusion) of the Supplier Declaration (attachment 1) its Application will be rejected and disqualified from further participation in this Procurement.

9.3.2. The Authority is entitled (in its sole discretion) to exclude an Applicant from further participation in this Procurement if an Applicant can not answer No to every statement in response to questions 39-52 (Ground for discretionary exclusion) or 53-55 (Tax return compliance) of the Supplier Declaration (attachment 1).

If any of the statements do apply, the Applicant should set out the full facts of the relevant incident and any remedial actions taken.

The information provided will be taken into account by the Authority in considering whether or not the Application will be permitted to proceed any further in this Procurement.

If any of the statements do apply, the Applicant should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the Application will be permitted to proceed any further in this Procurement.

9.3.3. 'Self Cleaning' (Covering both mandatory and discretionary exclusion)

9.3.3.1. If an Applicant provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority could decide that that Applicant 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.

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

9.4 Applicants who do not meet the "pass" evaluation criteria in Sections A, B, C and D of Attachment 1, or who do not submit any services in accordance with this ITT will be excluded from the Procurement and will be notified accordingly.

10. Final decision to award framework agreement

10.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Applicants who have submitted Applications

which meet the criteria set out in Attachment 1 and who have submitted at least one service in accordance with the instructions contained within this ITT will be awarded a Framework Agreement.

10.2. The Authority will inform you, along with all other Applicants via eSourcing tool of its intention to award a Framework Agreement.

10.3. 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 Applicants(s).

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

10.5. The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent).

11. Call off process

11.1 Further competition procedure

When a requirement arises the Contracting Bodies will be normally required to undertake a further competition with suppliers that are successfully awarded the framework. Schedule 5 of the framework agreement provides further guidance.

11.2 Direct Award procedure

The contracting body reserves the right to make direct award using the Digital training and support services framework. The value of direct award is up to the threshold of £25,000 and below, where at least one of the circumstances below applies. Direct award applies to all lots and the circumstances in which this will be used are described below for each lot: -

Lot 1 - Support to use government digital services

Circumstances:

Pilots

Buyers may wish to procure assisted digital support for testing purposes (a pilot). Where the requirement in relation to a pilot is below the threshold of £25,000, the direct award procedure may be used.

Background: There are four phases in digital service design: discovery, alpha, beta and live. As part of the Digital Service Standard, government digital services are required to test their assisted digital support, at least during the beta stage of development. To do this, buyers may wish to procure a pilot to test whether a proposed method of assisted digital support will meet user needs.

Low Volumes

Buyers may wish to procure assisted digital support in low volumes, below the direct award threshold of £25,000 per annum. This is likely to be for digital services where there is a very low demand for support because most users of the specific service have digital skills and access, or because the digital service is specialist and has a small overall number of users.

Criteria: The work should cost no more than £25k.

Lot 2 - Digital inclusion research and analysis

Circumstances:

Buyers may wish to procure a short burst of research or analysis from a supplier via Direct Award. This may be to inform some immediate work such as a pilot or small project and may be specific to a particular geographical area or customer group. It may result in a short piece of work highlighting the needs analysis for the next stage of digital inclusion for that buyer.

Criteria: The work should cost no more than £25k.

Lot 3 - Design of a digital inclusion course, product or intervention

Circumstances: Buyers may wish to procure a short burst of design work. This work could be around the design of a digital inclusion course, product or intervention. This work is likely to enable a forthcoming tight timescale to be met and may be about designing to meet the digital inclusion barriers for a particular customer group.

Criteria: The work should cost no more than £25k.

Lot 4 - Delivery of digital inclusion / basic digital skills training

Circumstances: Buyers may wish to procure a short burst of digital inclusion/basic digital skills training. This is likely to be the running or testing of a digital inclusion pilot or small project, potentially with a single selected group of customers. Alternatively it may be to run a pilot or small project to test viability of a new training method, or means to reach digitally excluded people.

Criteria: The work should cost no more than 25k.

Lot 5 - Digital inclusion marketing and promotion

Circumstances: Buyers may wish to procure a short burst of digital inclusion marketing and/or promotion activity. This is likely to be linked to the promotion of a pilot or small project or a bespoke time limited piece of work.

Criteria: The work should cost no more than 25k.

12. Glossary

Application	means the applicant's formal offer in response to the Invitation to Application.
Application clarifications deadline	means the time and date set out in paragraph [4] for the latest submission of clarification deadline.
Application submission deadline	means the time and date set out in paragraph [4] for the latest uploading of Applications.
Attachment	means an additional document made available to applicants of this procurement.
Services	has the meaning given to it within Schedule 1 of the Framework Agreement.

Award stage	means the part of the evaluation process described in paragraph 8.
Background questions	Part of the Supplier Declaration questions referred to in paragraph 9.
Call-Off Agreement	has the meaning given to it within Schedule 1 of the Framework Agreement.
eSourcing tool	Referred to in attachment 8 e-sourcing Suite - Supplier Guidance. An online system providing a wide range of e-sourcing functionality for Crown Commercial Services, our customers and suppliers.
Framework Agreement	has the meaning given to it within Schedule 1 of the Framework Agreement.
Group	has the meaning given to it within Schedule 1 of the Framework Agreement.
Invitation to Tender or ITT	means this invitation to Tender document and its attachments, incorporating the Terms of Participation and all related documents published by the authority in relation to this procurement.
Lead Contact	means the member of the Consortium who is authorised in writing by each of the other members to that Consortium to provide the responses to this procurement.
Management Charge	has the meaning given to it within Schedule 1 of the Framework Agreement.
Management Information or MI	has the meaning given to it within Schedule 1 of the Framework Agreement.
OJEU Contract Notice	has the meaning given to it within Schedule 1 of the Framework Agreement.
Special Purpose Vehicle (SPV)	has the meaning given to it within paragraph 6.2
Regulations	has the meaning given to it within Schedule 1 of the Framework Agreement.
Standstill Period	has the meaning as set out in paragraph 10.3
Supplier	means an successful applicant with whom the authority has concluded a Framework Agreement.