



Crown  
Commercial  
Service



Ministry  
of Defence

## **INVITATION TO TENDER**

### **EFFICIENCY AND CAPABILITY PROGRAMME**

#### **REFERENCE NUMBER**

**RM3806**

#### **ATTACHMENT 1**

## Contents

1.	INTRODUCTION .....	3
2.	THE FRAMEWORK AGREEMENT AND CALL OFF CONTRACTS.....	4
3.	REQUIREMENTS .....	5
4.	PROCUREMENT TIMETABLE .....	6
5.	COMPLETING AND SUBMITTING A TENDER .....	7
6.	CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS).....	10
7.	QUESTIONS AND CLARIFICATIONS .....	12
8.	TUPE .....	13
9.	OVERVIEW OF THE EVALUATION PROCESS .....	13
10.	COMPLIANCE/VALIDATION STAGE .....	14
11.	SELECTION STAGE EVALUATION .....	14
12.	AWARD STAGE EVALUATION .....	20
13.	FINAL DECISION TO AWARD .....	24
14.	GLOSSARY .....	25
ATTACHMENT 2	PARTICIPATION REQUIREMENTS AND SELECTION QUESTIONNAIRE AND GUIDANCE	
ATTACHMENT 3	AWARD QUESTIONNAIRE RESPONSE GUIDANCE, EVALUATION AND MARKING SCHEME	
ATTACHMENT 4a	FRAMEWORK AGREEMENT	
ATTACHMENT 4b	FRAMEWORK SCHEDULE 2: PART A: SERVICES	
ATTACHMENT 5	PRICING MATRIX	
ATTACHMENT 6	FRAMEWORK AGREEMENT SCHEDULE 4 TEMPLATE ORDER AND TEMPLATE CALL OFF CONTRACT TERMS	
ATTACHMENT 7	TERMS OF PARTICIPATION	
ATTACHMENT 8	DECLARATION OF COMPLIANCE	
ATTACHMENT 9	FRAMEWORK AGREEMENT POPULATION TEMPLATE	
ATTACHMENT 10	NOT USED	
ATTACHMENT 11	FINANCIAL ASSESSMENT TEMPLATE	
ATTACHMENT 12	SUPPLIER GUIDANCE	
ATTACHMENT 13	NON DISCLOSURE AGREEMENT	
ATTACHMENT 14	CERTIFICATE OF PERFORMANCE	

## 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 Agent within this Invitation to Tender (ITT), and you, along with other organisations participating in this Procurement, are referred to as “**Potential Providers**”.
- 1.3 Ministry of Defence (MOD) (the Authority) is seeking to establish a Framework Agreement to assist in their efficiency and capability programme.
- 1.4 The duration of this Framework Agreement is two (2) years and with the option to extend for a further two (2) years in accordance with Public Contracts Regulations 2015 (the Regulations) Regulation 33(3).
- 1.5 This ITT contains the information and instructions that you need to follow to submit a completed compliant Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph in which such words appear or in the glossary at paragraph 14 of this ITT.
- 1.6 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 7 of this ITT.
- 1.7 The Terms of Participation - Attachment 7 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority and the Agent. You must confirm in the online ‘Key Participation Requirements’ section that you accept the Terms of Participation. If you do not select ‘Yes’ to this acceptance you will be excluded from this Procurement.
- 1.8 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6 of this ITT.
- 1.9 The Agent 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 Agent (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 Agent will not be under any obligation to contact any other point of contact.
- 1.10 Your responses to the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and the Award Questionnaire Response Guidance, Evaluation and Marking Scheme - Attachment 3 have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found by accessing the link below and the Supplier Guidance Document - Attachment 12.  
<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>
- 1.11 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please ensure you have read all the information contained within this ITT and its Attachments on the e-Sourcing Suite.
- 1.12 The Agent 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 This Procurement will result in the award of a Framework Agreement to three (3) successful Potential Providers. Once the Framework Agreement has been executed, the successful Potential Providers will become the Suppliers.
- 2.2 The Framework Agreement will enable the Authority to place orders with the Supplier for the Services via Call Off Contracts.
- 2.3 The Framework Agreement (including the Framework Schedules) and Call Off Contracts (including the Call Off Schedules) terms and conditions are available at Attachment 6. Please carefully review these documents so that you fully understand the rights and obligations they confer on the Parties.
- 2.4 The Framework Agreement and Call Off Contracts terms are non-negotiable, whether during the Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.5 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's Prices and approach to delivering the Services.
- 2.6 The Authority will manage the overall performance of the Suppliers on this Framework Agreement.

### **2.7 Authority**

- 2.7.1 The Framework Agreement will be available for use by the Authority throughout the whole of the UK, as described in the OJEU Notice.
- 2.7.2 Any relevant Authority may purchase the Services from any Supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply to the Supplier or guarantee that the Supplier will receive any business at all under the Framework Agreement.

### **2.8 The ordering process and further evaluation criteria**

- 2.8.1 The Authority may award Call Off Contracts for any of the Services. The procedures that the Authority use to make a Call Off Contract are set out in Framework Schedule 4a (Template Order and Template Call Off Contract Terms) - Attachment 6.
- 2.8.2 All Call Off Contracts awarded by the Authority will be subject to the Call Off Contract terms and conditions contained within Framework Schedule 4a (Template Order and Template Call Off Contract Terms) - Attachment 6 supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.8.3 The Authority will manage the Supplier's day to day performance of the Call Off Contract it has entered into with the Supplier.

### **2.9 Equipment Support and Procurement Programme Review Call Off Procedure**

- 2.9.1 The Agent on behalf of the Authority will be running a Call Off Procedure to award a Call Off Contract for Equipment Support and Procurement Programme Review.
- 2.9.2 The Authority will commence the Call Off Procedure for this project between approximately the 14/09/2016 and 28/09/2016. All Potential Providers who have expressed an interest in the Framework Agreement (Efficiency and Capability Programme RM3806) will receive a copy of this pack and will be invited to submit a Tender.

- 2.9.3 Scope, duration, timelines, clarification process and the evaluation process will be set out in the Call Off Procedure.
- 2.9.4 The Authority will evaluate all Call Off Procedure submissions from Potential Providers, however only the successful Suppliers awarded to the Framework Agreement (Efficiency and Capability Programme RM3806) will be part of the final evaluation. Unsuccessful Potential Providers will be notified of the Framework Agreement and your exclusion from the Call Off Procedure at the time of the Framework Agreement award. This will be subject to the Standstill as detailed in Clause 4.
- 2.9.5 As set out in Clause 5.10 the Agent and the Authority will not be liable for any Tender costs, expenditure, work or effort incurred by a Potential Provider.

### **3. REQUIREMENTS**

- 3.1 A detailed description of the Services that a Supplier will be required to supply is set out at Framework Schedule 2: Part A: Services - Attachment 4b and a short description is contained in the OJEU Notice. A copy of the OJEU Notice is published at the following link:  
<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>.
- 3.2 Details of the estimated value of Call Off Contracts placed under this Framework Agreement are defined in the OJEU Notice Section II 1.4.

#### 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 Agent 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 Agent decides that changes to this timetable are necessary.

DATE	ACTIVITY
13/09/2016	Dispatch of the OJEU Notice
16/09/2016	Clarification period starts
04/10/2016 15:00hrs	Clarification period closes ( <b>"Tender Clarifications Deadline"</b> )
11/10/2016 15:00 hrs	Deadline for the publication of responses to Tender Clarification questions
17/10/2016 15:00hrs	Deadline for submission of Tenders to the Authority ( <b>"Tender Submission Deadline"</b> )
11/11/2016	Intention to award notification issued to successful and unsuccessful Potential Providers.
11/11/2016- 21/11/2016	Ten (10) day Standstill Period (in accordance with Regulation 87) ends at 23:59 on this day
22/11/2016	Confirmation of Award
23/11/2016	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 in its Attachments.
- 5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.
- 5.3 The information and documents that you are required to complete and return in order to submit a compliant Tender are:

- Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance (in the e-Sourcing Suite);
- Attachment 3 - Award Questionnaire Response Guidance, Evaluation and Marking Scheme (in the e-Sourcing Suite);
- Attachment 5 - Framework Schedule 3 Pricing Matrix (uploaded as an attachment in the e-Sourcing Suite to PQ1);
- Attachment 9 - Framework Agreement Population Template (uploaded as an Attachment in the e-Sourcing Suite to SQ6.1
- Attachment 14 – Certificate of Performance (uploaded as an Attachment in the e-Sourcing Suite to SQ8.1e
- Any other additional documentation expressly requested by the Authority

- 5.4 The Agent utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:

- 5.4.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.
- 5.4.2 You 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.
- 5.4.3 Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be excluded from further participation in the procurement process.
- 5.4.4 Allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 5.4.5 For technical guidance on how to complete questions and text fields and how to upload any requested Attachments please download the Supplier Guidance Documentation [here](#) or at Supplier Guidance Document - Attachment 12.

### **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 Agent.
- 5.5.1.2 Any additional documents requested by the Agent must only be attached at the question level using the paperclip icon aligned to the question (not at Questionnaire level and not at RFx Attachments) in the e-Sourcing Suite using a unique, un-ambiguous and relevant file name as specified by the Agent. They must be submitted in the format requested by the Agent.

### **5.6 Data Entry**

- 5.6.1 A fully compliant Tender must adhere to the following instructions;

- 5.6.1.1 All responses must be inserted into the relevant text fields unless an Attachment is additionally permitted, located beneath the relevant question, no Attachments are permitted except where specifically requested by the Agent. Only information entered into the relevant text fields or information specifically requested by the Agent and uploaded as an Attachment will be taken into consideration for the purposes of evaluating a Tender.
- 5.6.1.2 The Tender must be submitted in the English (UK) language.
- 5.6.1.3 All Prices must be shown excluding VAT and in Sterling (£).
- 5.6.1.4 You must answer all questions accurately and as fully as possible, within the character limits specified.
- 5.6.1.5 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
- 5.6.1.6 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
- 5.6.1.7 The Agent 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.

## **5.7 Deadline for the submission of Tenders**

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

## **5.8 Late Tenders**

- 5.8.1 Tenders received on or after the Tender Submission Deadline may be rejected by the Agent to ensure all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is entirely at the Agent's discretion.

## **5.9 Uploading and submitting a Tender**

- 5.9.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.9.2 All Tenders must be submitted to the Agent using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.9.3 Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Supplier Guidance Document - Attachment 12 or download Supplier Guidance Documentation [here](#) for details of how to formally submit the Tender.
- 5.9.4 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.
- 5.9.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.9.6 Your Tender must remain valid and capable of acceptance by the Agent for a period of one hundred and twenty (120) days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.



## **5.10 Specific Losses**

- 5.10.1 The Agent will not be liable for any Tender costs, expenditure, work or effort incurred by a Potential Provider in proceeding with or participating in this Procurement, including if the Procurement process is amended, cancelled or withdrawn by the Agent. .

## **5.11 Confidentiality**

- 5.11.1 Potential Providers must not collude with or disclose the fact of their intention to submit a Tender to other Potential Providers.
- 5.11.2 The Agent may disclose information provided by a Potential Provider in accordance with Regulation 21(2) of the Regulations.
- 5.11.3 Customer contacts named in the Selection Questionnaire do not owe the Agent a duty of care or have legal liability, except for any maliciously false statement of fact.
- 5.11.4 The Agent 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 Authority.

## **5.12 Data Security – Cyber Essentials Scheme**

- 5.12.1 On 2 April 2014 the Government introduced a new Government Security Classifications (GSC) scheme to replace the Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Potential Providers are encouraged to make themselves aware of the changes and identify any potential impacts in their Tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the Tender process or pursuant to any Contract awarded to you as a result of this tender process will be subject to the GSC introduced on 2 April 2014. The link below to the Gov.uk website provides information on the GSC:

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

- 5.12.2 The Agent reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the GSC. In particular where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the Tender process and/or any contracts awarded to you as a result of the Tender process.

## **5.13 Cyber Essentials Scheme**

- 5.13.1 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 Scheme, introduced in June 2014. This scheme defines a set of controls which, when properly implemented, provides organisations with basic protection from the most prevalent forms of threat coming from the internet. You can view the details of the Cyber Essentials Scheme at the following link:

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

- 5.13.2 The easiest way to demonstrate that the Cyber Essentials requirements are met is to gain the Cyber Essentials certificate, which is also likely to be the cheapest way to demonstrate compliance.
- 5.13.3 The Cyber Essentials Assurance Framework, leading to the awarding of Cyber Essentials and Cyber Essentials Plus certificates for organisations, has been designed in consultation with SMEs, including the Federation for Small Business, to be 'light-touch' and achievable at low cost. The two (2) options give organisations a choice over the level of assurance they wish to gain and the cost of doing so. This scheme offers the right balance between providing additional assurance of an organisation's commitment to implementing cyber security to third parties, while retaining a simple and low cost mechanism for doing so.
- 5.13.4 For the avoidance of doubt, no Framework Agreement will be signed with any awarded Supplier who does not demonstrate that Cyber Essentials Plus requirements are met in full. Please note that it will NOT be acceptable to submit a completed Cyber Essentials Common Questionnaire as evidence of the requirements being met, in the absence of appropriate verification by an independent Certification Body acceptable to the Authority.
- 5.13.5 Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials Plus requirements too. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials Plus compliance at least annually.

## **6. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)**

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Agents minimum requirements for legal, economic, technical and professional capacity, as set out in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, will be satisfied. This means the Agent needs clarity on how Tenders are structured in terms of organisations contributing to them.
- 6.2 The Agent is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or Sub-Contracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in this section 6 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 6.5.4 below.
- 6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.9), no organisation other than the Potential Provider will be able to provide the Services through this Framework Agreement, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group of companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.

### **6.5 Sub-contracting proposals**

- 6.5.1 You need to complete question SQ2e and SQ2f in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, if you propose to use one (1) or more Sub-Contractors.

- 6.5.2 If you need to rely on the capability and/or experience of one (1) or more Sub-Contractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Framework Agreement you must inform the Agent in your Tender.
- 6.5.3 A Potential Provider's Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question giving the name of the Sub-Contractor and explain the Sub-Contractor's role, capability and experience as the context of the question requires.
- 6.5.4 The Agent does not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call Off Contract). There is no need to specify those Sub-Contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Potential Provider to perform the Framework Agreement. Please read the definition of Sub-Contractor in Framework Schedule 7 - Framework Agreement - Attachment 4.

## **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 this Framework Agreement including any Call Off Contract.
- 6.6.2 Please note that in accordance with Regulation 19(6) of the Regulations the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Agent is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of this Framework Agreement.
- 6.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the Tender process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.6.4 The Lead Contact should complete question SQ2d in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one (1) or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Agent in its Tender.
- 6.6.6 The Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role capability and experience as the context of the question requires.

## **6.7 Queries**

- 6.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and

communicate your contracting arrangements in your Tender, then you should contact the Agent at the earliest opportunity in accordance with paragraph 7.

## **6.8 Changes to the contracting arrangements**

- 6.8.1 The Authority recognises that arrangements in relation to Sub-Contractors and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the Requirements. You must tell us about any changes to the proposed Sub-Contractors or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of Call Off Contract.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with Clause 25 of the Framework Agreement - Attachment 4a.

## **6.9 Declaration of Compliance**

- 6.9.1 The Agent requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance - Attachment 8. You do this in the e-Sourcing Suite (Participation Requirements Questionnaire, question PR3). If you do not answer 'Yes' to this confirmation you will be excluded from this Procurement. This provides the Agent with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation - Attachment 7.

## **7. QUESTIONS AND CLARIFICATIONS**

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Agent 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.
- 7.3 If you ask any questions and/or raise clarifications please do not refer to your identity in the body of the question.
- 7.4 Questions asked and/or clarifications raised will be responded to in a "Questions and Answers" document, which will be available in the "Attachments" section of the e-Sourcing Suite. Responses to questions will not identify the originator of the question and will be answered in batches, rather than one (1) at a time, with updates appearing at regular (approximately four (4) Working Days) intervals.
- 7.5 The Agent will endeavour to publish responses to all questions outstanding at the end of the clarification period, before the deadline for the publication of responses to Tender clarification questions (see Procurement Timetable set out in paragraph 4).
- 7.6 If you wish to ask a question or seek clarification in confidence then you must notify the Agent and provide your justification for withholding the question and any response. If the Agent does not consider that there is sufficient justification for withholding the question and the corresponding response, the Agent will inform you and you will have

an opportunity to withdraw the question and/or clarification if the question and/or clarification is not withdrawn, then the response will be issued to all Potential Providers.

- 7.7 You are responsible for monitoring the e-Sourcing Suite and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by the Agent. Answers to such questions may contain important information that may affect how you complete your Tender.
- 7.8 The Agent reserves the right to contact you at any time, for clarification on all and/or any part of your Tender during the Procurement process and which is likely to require a prompt response from you.

## 8. TUPE

- 8.1 TUPE is not considered to be an issue. Potential Providers' should therefore not take TUPE into account when completing their Pricing Matrix - Attachment 5.

## 9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 Paragraphs 9, 10, 11 and 12 below set out and explain the procedure, stages and process by which the Agent will assess your Tender. The evaluation procedure is divided into the following key stages, which the Agent may decide to run concurrently:

- 9.1.1 **Compliance/Validation Stage** – The Agent will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the Participation Requirements listed in the e-Sourcing Suite 'Participation Requirements' section in accordance with paragraph 10 below ("**Compliance/Validation Stage**"). Non-compliant Tenders may be excluded from this Procurement by the Agent.

- 9.1.2 **Selection Stage evaluation** - The Authority and the Agent will assess responses to the Selection Questionnaire 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 and the Agent.

- 9.1.3 **Award Stage evaluation** - The Authority and the Agent will assess responses to the Award Questionnaire in accordance with paragraph 12 below ("**Award Stage**").

### 9.2 Consensus Marking Procedure

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

- 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.

- 9.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators' marks and related justifications will be recorded separately in the e-Sourcing Suite.

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

- 9.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
- 9.4.2 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.
- 9.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider's answer to the question.
- 9.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.
- 9.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 9.5 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.

## **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 Agent but fail to produce a satisfactory response, be rejected by the Agent and 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 PR1, PR2 and PR3 – Participation Requirements and Selection Questionnaire - Attachment 2, your Tender shall be excluded from further involvement in this Procurement.
- 10.3 If you cannot answer 'yes' to the questions in the Participation Requirements Section PR4, PR5 and PR6 – Participation Requirements and Selection Questionnaire - Attachment 2, your submission of a compliant Tender is at significant risk of being excluded from further involvement in this Procurement.
- 10.4 Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

## **11. SELECTION STAGE EVALUATION**

- 11.1 The information submitted in your response to the Selection Questionnaire will enable the Authority and the Agent to consider your suitability to pursue a professional activity, economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority and the Agent reserves the right to exclude non-compliant Tenders from this Procurement.
- 11.2 **Stage 1 - Selection Questionnaire Sections 3 and 4 – Grounds for Exclusion**
  - 11.2.1 In certain circumstances the Agent is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'No' to every statement in Section 3 of the Selection Questionnaire - Attachment 2, then, subject to paragraph 11.2.3, your Tender shall be excluded from further

participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

11.2.2 The Agent 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 4 (Discretionary grounds for exclusion) of the Selection Questionnaire - Attachment 2 apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 11.2.3, your Tender will be excluded from this Procurement.

11.2.3 'Self Cleaning' (Covering both mandatory and discretionary exclusion)

11.2.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Agent could decide that the 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.

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

### **11.3 Stage 2 - Selection Questionnaire Section 5 – Economic and Financial Standing**

11.3.1 The information you submit in Selection Questionnaire SQ1 Potential Provider Information and SQ2 Tendering Model will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1b that a Framework Guarantee will be provided, the Agent will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 11.3.

11.3.2 The Agent uses a credit reference agency (Experian) as the first step in determining financial risk. The Agent will request an Experian financial risk score based on the information provided in response to the Selection Questionnaire. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian 51 (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.

11.3.3 If any of the following circumstances arise:

- 11.3.3.1 the score provided by Experian (where a standard UK score is available) is less than 51;
- 11.3.3.2 the score is less than the equivalent risk level above (where a standard international score is available); or
- 11.3.3.3 no standard Experian score is available for your organisation.

11.3.4 If one of the circumstances arising at paragraph 11.3.3 is applicable, then the Agent 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):

- 11.3.4.1 a statement of your turnover, profit and loss account, current liabilities and assets and cash flow for the most recent year of trading for this organisation; or
  - 11.3.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
  - 11.3.4.3 an alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
- 11.3.5 The Agent will use the information described in paragraph 11.3.4, in addition to a detailed Experian report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is pass. This will be performed using the Agent's Financial Assessment template which can found at Attachment 11 (Financial Assessment Template), which covers a range of financial risk indicators.
- 11.3.6 If the Agent then determines (in accordance with paragraph 11.3.5 that the financial risk is determined as being 'pass', then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.
- 11.3.7 If the Agent carries out a financial risk assessment on your organisation and its financial risk is determined as being 'fail' and you did not indicate that a guarantee will be provided, the Agent may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor the Agent will undertake the steps at paragraphs 11.2.3 above in respect of the guarantor; please note that the Agent will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'.
- 11.3.8 If you are tendering as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as 'fail' following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Agent will undertake the steps at paragraphs 11.2.3 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains 'fail', then the Tender will be excluded from further involvement in this Procurement.

Where the Potential Provider has relied on a guarantor to pass the financial standing requirements as set out in this paragraph 11.2.3, the Agent may require the Potential Provider's agreement to provide a deed of guarantee executed by the guarantor in the event that the Potential Provider is awarded a Framework Agreement.

#### **11.4 Stage 3 - Selection Questionnaire Section 8– Technical and Professional Ability**

- 11.4.1 Evaluators will assess responses to the questions in **Section 8** and award a 'pass' or a 'fail' based on the criteria set out in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and in comparison to requirements as set out in Framework Schedule 2: Part A: Services - Attachment 4b.
- 11.4.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 11.4.3 Responses to the question in Section 8 will be assessed and awarded a 'pass' or a 'fail' based on the marking scheme.



11.4.4 If, following completion of the Consensus Marking Procedure any response to a question in SQ8.1a, SQ8.1b, SQ8.1c, SQ8.1d and SQ8.1e 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 Selection of Tenders for the Award Stage evaluation

11.5.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:

- 11.5.1.1 pass the compliance/validation checks at paragraph 10 above;
- 11.5.1.2 are not excluded under provisions of Stage 1 above;
- 11.5.1.3 meet the economic and financial standing requirements at Stage 2 above;
- 11.5.1.4 meet the standards set out in Regulation 58 at Stage 3 above; and
- 11.5.1.5 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 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.

## 11.7 Selection Stage – Evaluation Summary Table

Section			Evaluated
<b>Section 1 – Potential Provider Details</b>			
SQ1a	Organisational Details	Compliance	
SQ1b	Trading Status	Compliance	
SQ1c	Trading Status - Other	Compliance	
SQ1d	Charity Registration number	Compliance	
SQ1e	Relevant classifications	Compliance	
SQ1f	Professional or Trade Body Registration	Compliance	
SQ1g	Professional or Trade Body Registration - Details	Compliance	
SQ1h	Organisation/Services Membership	Compliance	
SQ1i	Organisation/Services Membership - Details	Compliance	
SQ1j	Trading Name	Compliance	
SQ1k	SME	Compliance	
SQ1l	Details of Immediate Parent Company	Compliance	
SQ1m	Details of Ultimate Parent Company	Compliance	
<b>Section 2 – Tendering Model</b>			

SQ2a	Group of Economic Operators - Lead	Compliance	
SQ2b	Group of Economic Operators - Name	Compliance	
SQ2c	Group of Economic Operators - Legal Structure	Compliance	
SQ2d	Group of Economic Operators - Details	Compliance	
SQ2e	Group of Economic Operators - Sub-Contracting	Compliance	
SQ2f	Group of Economic Operators - Sub-Contracting - Details	Compliance	
<b>Section 3 – Grounds for Mandatory Exclusion</b>			
SQ3 a-e	Grounds for Mandatory Exclusion (ineligibility)	Evaluation	Pass/Fail
<b>Section 4 – Grounds for Discretionary Exclusion – Part 1</b>			
SQ4 a-c	Grounds for Discretionary Exclusion (ineligibility)	Evaluation	Pass/Fail
<b>Section 4 – Grounds for Discretionary Exclusion – Part 2</b>			
SQ4d	Grounds for Discretionary Exclusion (ineligibility) Tax Compliance	Evaluation	Pass/Fail
<b>Section 5 – Economic and Financial Standing</b>			
SQ5.1 a-d	Financial Risk Assessment	Evaluation	Pass/Fail
<b>Section 6 – Framework Specific Questions</b>			
SQ6.1	Framework Population Template	Information Only	
SQ6.2	Subsidiary / Affiliated Companies	Information Only	
SQ6.3	Membership of Trade and Professional Associations	Information Only	
<b>Section 7 – Framework Specific Questions</b>			
SQ7.1	Insurance	Evaluation	Pass/Fail
SQ7.2	Equality Legislation	Evaluation	Pass/Fail
SQ7.3	Environmental Management	Evaluation	Pass/Fail
SQ7.4	Health and Safety	Evaluation	Pass/Fail
SQ7.5	Cyber Essentials	Evaluation	Pass/Fail
SQ7.6	Apprenticeship and Skills Development	Evaluation	Pass/Fail
SQ7.7	Modern Slavery Act 2015	Evaluation	Pass/Fail
<b>Section 8: Technical and Professional Ability – Previous Supply</b>			
SQ8.1a	Previous Contract Example Details	Evaluation	Pass/Fail

SQ8.1b	Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ8.1c	Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
SQ8.1d	Previous Experience and Comparable Contracts – Contract Example 3	Evaluation	Pass/Fail
SQ8.1e	Provision of Certificates of Performance	Evaluation	Pass/Fail

## 12. AWARD STAGE EVALUATION

12.1 Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and Prices submitted in the Pricing Matrix – Attachment 5 and evaluated in accordance with this paragraph 12.

12.2 The Award Stage evaluation will comprise of:

- \* an evaluation of Potential Providers answers to the Award Questionnaire Section B (“**Stage 1 Quality Evaluation**”);
- \* an evaluation of the prices tendered in the Pricing Matrix (“**Stage 2 Price Evaluation**”)

12.2.1 The maximum possible score capable of being achieved by a Potential Provider will be 100 points (being the sum of the scores achieved for Stage 1 Quality Evaluation (70%) and Stage 2 Price Evaluation (30%) i.e. 70 + 30 = 100)

12.2.2 The Quality Evaluation is weighted as 70%. The Price Evaluation is weighted as 30%.

### 12.2.3 Overview of Quality Evaluation (Quality Criteria and Weightings)

Question	Subject	Marking Scheme	Maximum Mark Available	Question Weighting
SECTION A - Mandatory Questions				
AQA1 – AQA5	Mandatory Requirements	Pass/Fail	N/A	N/A
SECTION B – Scored Questions Stage 1				
AQB1	Skills & Experience	100/66/33/0	100	40
AQB2	Knowledge Transfer & Upskilling	100/66/33/0	100	30
AQB3	Driving Innovation, Best Practice & New Ways of Working	100/66/33/0	100	30

### 12.3 Stage 1 - Quality Evaluation

12.3.1 The question in Section A – Generic Mandatory Questions, of the Award Questionnaire (AQA1-AQA5 Mandatory Requirements) is assessed on a pass/fail basis. If you receive a ‘fail’ for this question your Tender will be excluded from further participation in this Procurement.

12.3.2 The evaluation of each of the scored questions in Stage 1 Quality Evaluation (i.e. Section B questions AQB1, AQB2, AQB3, of Attachment 3 Award Questionnaire) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 9.2 of this ITT.

- 12.3.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to AQB1, AQB2 and AQB3 of the Award Questionnaire will be converted into a percentage in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM MARK 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

- 12.3.4 The mark achieved in response to a question will enable the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question.
- 12.3.5 The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 12.3.9 below. For example if a Potential Provider achieved a mark of 66 out of 100 for a question, it would equate to 66% of 100% multiplied by the question weighting as a percentage (being the Maximum Score Available for that question).
- 12.3.6 When the score for each question has been determined they will be added together and the total weighted scores will determine the Stage 1 Quality Score.
- 12.3.7 To proceed to Stage 2 Price Evaluation Process, Potential Providers must achieve a “pass” for the mandatory questions in Section A (AQA1-AQA5 Mandatory Requirements) and achieve or exceed a Stage 1 Quality Score of 50 (“**Minimum Quality Threshold**”) across questions AQB1, AQB2, AQB3).
- 12.3.8 If a Potential Provider is awarded a mark of 0 (zero) for any of the scored questions i.e. questions AQB1, AQB2, AQB3 they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.
- 12.3.9 The table below shows a worked example.

	Award Questions		AQB1		AQB2		AQB3			
Potential Provider	Maximum Mark Available	Question Weighting	Mark	Weighted Score	Mark	Weighted Score	Mark	Weighted Score	Total Weighted Score (Quality 70%)	Rank
<b>A</b>	100	40%	100	28	100	21	100	21	70	1
<b>B</b>	100	30%	100	28	100	21	66	13.86	62.86	2
<b>C</b>	100	30%	66	18.48	100	21	100	21	60.48	3

## 12.4 Stage 2 - Price Evaluation Process

### 12.4.1 Price Evaluation methodology

- 12.4.1.1 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
- 12.4.1.2 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.
- 12.4.1.3 You must upload the completed Attachment 5 (Pricing Matrix) into the e-Sourcing Suite in the Pricing Questionnaire to question PQ1. You must rename the file to include your organisations name i.e [your organisation name Pricing Matrix].
- 12.4.1.4 Prices submitted in the cells highlighted green in tab 3 will be used for the Pricing evaluation and as such failure to insert an applicable price may result in your tender being deemed non-compliant and may be rejected and excluded from further participation in this procurement.
- 12.4.1.5 You must not alter, amend or change the format or layout of Attachment 5 (Pricing Matrix) in any way. You must not insert or attach any notes or comments into any of the worksheets. Any such additional information will be disregarded by the Agent.
- 12.4.1.6 Potential Providers pricing shall be exclusive of expenses.
- 12.4.1.7 Potential Providers, if successful, will be able to claim travel and subsistence in line with the Authority's policy. A copy will be included within the Further Competition Procedure.
- 12.4.1.8 A definition of the grade structure can be found in tab 4 of Attachment 5 (Pricing Matrix).
- 12.4.1.9 Potential Providers are not permitted to enter a zero in cells B12 to B18 in tab 3 of Attachment 5 (Pricing Matrix).
- 12.4.1.10 The Maximum Price Mark and the Price Score Weighted is set out below:

Description	Maximum Price Mark	Price Score Weighted
Time and materials based on consultancy grade	100	30

- 12.4.1.11 Pricing shall be based on an 8 hour Working Day.
- 12.4.1.12 The Potential Provider shall submit a daily rate in the cells highlighted green (B12 to B18) for each of the grades listed in tab 3 of Attachment 5 (Pricing Matrix).
- 12.4.1.13 The Potential Provider with the lowest cost for the total basket price (cell B19 in tab 3 of Attachment 5 (Pricing Matrix)), shall be awarded the Maximum Price Mark (100). The remaining Potential Providers shall be awarded a percentage of the Maximum Price Mark for their

total basket price, relative to the lowest total basket price submitted.  
The calculation used is the following:

$$\text{Mark} = \frac{\text{lowest basket price}}{\text{tendered basket price}} \times [100] \text{ Maximum Price Mark}$$

(d) Example:

- i. Potential Provider A submits the lowest basket price of £10,000. Potential Provider A is awarded the maximum price score of 100

$$\frac{£10,000}{£10,000} \times 100 = 100$$

- ii. Potential Provider B submits a basket price of £20,000. As the basket price is twice as expensive as Potential Provider A's basket price, Potential Provider B is awarded 50% of the price score, namely 50

$$\frac{£10,000}{£20,000} \times 100 = 50$$

- iii. Potential Provider C submits a basket price of £15,000 and is awarded 66% of the price score, namely 66.66.

$$\frac{£10,000}{£15,000} \times 100 = 66$$

12.4.1.14 The table below shows the Maximum Price Mark and the Price Score Weighted for the above example.

	Maximum Price Mark (100)	Price Score Weighted (30)	Rank
Potential Provider A	100	30	1
Potential Provider B	50	15	3
Potential Provider C	66.66	20	2

#### 12.4.2 Stage 2 Evaluation Score

12.4.3 The Stage 1 Quality Score awarded will be added to the Stage 2 Price Score to determine the **Stage 2 Evaluation Score** for each Potential Provider. Please see examples below:

	Quality Evaluation		Price Evaluation			
Potential Provider	Maximum Price Mark (100)	Price Score Weighted (70%) *	Maximum Price Mark (100)	Price Score Weighted (30%) *	Stage 2 Evaluation Score (100)	Rank
<b>A</b>	300	70	100	30	100	1
<b>C</b>	266	60.48	66.66	20	86.66	2
<b>B</b>	266	62.86	50	15	77.86	3

\* Reference Paragraph 12.2.2

12.4.4 Potential Providers will be ranked in order of highest Stage 2 Evaluation Score to Lowest.

## 12.5 Final Score

12.5.1 The Total Quality Score awarded will be added to the Price Score to determine the Final Score for each Potential Provider. ("Final Score").

12.5.2 Rounding takes place in the e-sourcing suite, rounding up to 2 decimal places. The Agent will not apply any other rounding. All results will be ranked by the highest score.

## 13. FINAL DECISION TO AWARD

- 13.1 Following evaluation of Potential Providers' Tenders in accordance with the evaluation process set out in this ITT, a Framework Agreement will be concluded with the Potential Providers who offers the most economically advantageous Tenders starting from the Potential Provider with the highest score.
- 13.2 For the purposes of determining the final decision to award all the results will be ranked from highest score downwards. The Agent will then appoint the number of Suppliers to the Framework Agreement as stated in the OJEU Notice.
- 13.3 The Authority will award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position only. For the avoidance of doubt, last place position is 3rd.
- 13.4 The Agent will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 13.5 Should any of the successful Potential Providers decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 13.6 Following a Standstill Period of ten (10) calendar days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Providers.
- 13.7 The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten (10) calendar days following the sending by the Agent (in this instance by electronic means) of the Agents notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Agent must not conclude the Framework Agreement with the successful Suppliers. It allows unsuccessful Potential Providers the opportunity to raise any questions with the Agent that relate to the decision to award before the Framework Agreement is concluded. The Agent 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.

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

## 14. GLOSSARY

Agent	means the Crown Commercial Service of 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP which is acting on behalf of the Authority in managing the Procurement and its associated activities;
Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means the Secretary of State for Defence whose offices are located at Main Building, Whitehall, London SW1A 2HB
Award Questionnaire	means the Award Questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 12
Call Off Agreement	means a specific contract awarded by an Authority under the terms of the Framework Agreement. The template call off agreement terms and conditions, to be used for every Call Off Agreement awarded under the terms of the Framework Agreement, are at Attachment 6;
Call Off Contract	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.2
Cyber Essentials	means one of the two levels of certification which are available under the Cyber Essentials Scheme;
Cyber Essentials Data	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme.
Cyber Essentials Scheme	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials scheme can be found here: <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a>
e-Sourcing Suite	means the online tender management and administration system used by the Agent ;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 12.5;

Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4a of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 (Guarantee);
Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Schedule	means a schedule to the Framework Agreement;
Services	means the Services that may be provided by Suppliers, as set out at Framework Schedule 2: Part A: Services – Attachment 4a
‘Go Live’	means the first date that the Service Provision For Financial Management Reform Costing Programme will be active and available to Users;
Grade	has the meaning used in Framework Agreement Schedule 3 (Framework Prices and Charges Structure);
Grand Total Price	has the meaning in paragraph 12.6;
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 and its Attachments, incorporating the Terms of Participation and all related documents published by the Agent in relation to this Procurement;
Lead Contact	means the individual nominated by the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the responses to the Selection and Award Questionnaires;
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 –,and Award Questionnaire Response Guidance, Evaluation and Marking Scheme - Attachment 3;
Maximum Mark Available	has the meaning set out in paragraph 12.2.3;
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 12.3.3;
Minimum Quality Threshold	means a Total Sub-Weighted Score of 50;

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"> <li>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;</li> <li>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</li> </ol> <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.</p>
OJEU Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Participation Requirements and Selection Questionnaire	means the Participation Requirements and Selection Questionnaire set out in the e-Sourcing Suite;
Parties	means the Authority or the Supplier;
Potential Provider	has the meaning in paragraph 1.2;
Price / Prices	means the Grand Total Price as set out in Pricing Matrix - Attachment 5– Pricing Matrix used for the Price Evaluation;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 12.4;
Pricing Matrix	means the Pricing Matrix as set out in Attachment 5 in the eSourcing Suite
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Authority as described in the OJEU 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 12.3
Regulations	means the Public Contracts Regulations 2015 ( <a href="http://www.legislation.gov.uk/ukxi/2015/102/contents/made">http://www.legislation.gov.uk/ukxi/2015/102/contents/made</a> ) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;
Selection Questionnaire	means the Participation Requirements and Selection Questionnaire set out in the e-Sourcing Suite;

Services	means the Services that may be provided by Suppliers, as set out at Framework Schedule 2: Part A: Services
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 <a href="http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/">http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/</a> ;
Stage 1 Quality Evaluation	means the Quality Evaluation procedure as described in paragraph 12.2;
Stage 2 Price Evaluation	means the Price Evaluation procedure as described in paragraph 12.2;
Stage 2 Evaluation Score	Means the quality score awarded to Stage 2 Evaluation Score as per paragraph 12.4.9
Stage 1 Quality Score	Means the quality score awarded to stage 1 Quality Evaluation as per paragraph 12.3.6
Standstill Period	has the meaning as set out in paragraph 13.6;
Sub-Contractor	means a third party which: a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the Services (or any part of them); pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;
Supplier / Suppliers	means a Potential Provider(s) 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 Period	means the period from the OJEU Notice Dispatch to the Tender Submission Deadline as set out in paragraph 4;
Tender Clarifications Deadline	means the time and date set out in paragraph 4 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4 for the latest uploading of Tenders;
User	means a Authority's employee who is eligible to use the Financial Management Reform Costing Programme schemes;
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; and
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales.