

INVITATION TO TENDER

**THE SUPPLY OF ELECTRICITY
AND ANCILLARY SERVICES**

RESTRICTED PROCEDURE

REFERENCE NUMBER: RM3791

ATTACHMENT 1

CONTENTS

1. INTRODUCTION
2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS
3. REQUIREMENTS AND STRUCTURE OF THE PROCUREMENT
4. PROCUREMENT TIMETABLE
5. COMPLETING AND SUBMITTING A SELECTION QUESTIONNAIRE RESPONSE AND TENDER
6. CONTRACTING ARRANGEMENTS (SUB CONTRACTORS AND CONSORTIA)
7. QUESTIONS AND CLARIFICATIONS
8. CONFERENCE
9. OVERVIEW OF THE SELECTION QUESTIONNAIRE AND AWARD EVALUATION PROCESS
10. AWARD STAGE EVALUATION
11. FINAL DECISION TO AWARD
12. GLOSSARY

ATTACHMENT 2	SELECTION QUESTIONNAIRE
ATTACHMENT 3	AWARD QUESTIONNAIRE AND EVALUATION GUIDANCE
ATTACHMENT 4	FRAMEWORK AGREEMENT
ATTACHMENT 5	CUSTOMER ACCESS AGREEMENT
ATTACHMENT 6	PORTFOLIO SUMMARY
ATTACHMENT 7	FULL CUSTOMER AND METER LIST
ATTACHMENT 8	TERMS OF PARTICIPATION
ATTACHMENT 9	DECLARATION OF COMPLIANCE
ATTACHMENT 10	NON-DISCLOSURE AGREEMENT (NDA)
ATTACHMENT 11	FINANCIAL ASSESSMENT TEMPLATE
ATTACHMENT 12	TUPE DATA

1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service. Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a single Supplier Framework Agreement for the purchase of the Supply of Electricity and Ancillary Services.
- 1.2 This is a competitive procurement conducted in accordance with the restricted procedure under Council Directive 2014/24/EC as implemented by the 2015 Regulations and set out in the OJEU Contract Notice.
- 1.3 The Authority is seeking to pre-qualify certain Potential Providers at the Selection Questionnaire (SQ) stage of this Procurement. The Authority will issue this Invitation to Tender (ITT) to the selected Potential Providers to commence the tender stage of this Procurement. The purpose of the ITT is to request Potential Providers to submit a Tender with a view to identifying the most economically advantageous Tender which best meets the Authority's requirements for the Framework Agreement.
- 1.4 The SQ contains the information and instructions that you need to submit a compliant completed SQ Response. Words in the SQ and its Attachments which are capitalised have definitions either in that paragraph or in the glossary at paragraph 12.
- 1.5 The ITT and its Attachments will contain the information and instructions that selected Potential Providers need to submit a compliant completed Tender. Words in the ITT and its Attachments which are capitalised have definitions either in that paragraph or in the glossary at paragraph 12.
- 1.6 Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your SQ Response and (if applicable) Tender from this Procurement.
- 1.7 Please also read the Terms of Participation at Attachment 9 as they form part of this ITT and they will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority.
- 1.8 If you are participating in this Procurement as a member of a Consortium or Special Purpose Vehicle, or are using Sub-Contractors please read the guidance in paragraph 6.
- 1.9 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. To ensure all communications relating to this Procurement are received, you must ensure that the point of contact you nominate in the e-Sourcing Suite is accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.10 The SQ and Award Questionnaire have been designed in the e-Sourcing Suite. Your response to the SQ and (if applicable) Award questions should be completed online. Further information on this can be found in Attachment 2 – Selection Questionnaire (SQ) and Attachment 3 - Award Questionnaire and Evaluation Guidance. Guidance on how to use the e-Sourcing Suite can be found at Attachment 12.
- 1.11 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. You must read all the information contained within this ITT and its Attachments on the e-Sourcing Suite thoroughly so that questions or clarifications are not raised unnecessarily.

- 1.12 You should note that there is a number of staff employed by the incumbent supplier engaged in providing the services which are being procured and accordingly they may or may not be affected by TUPE. It is for you to make your own investigations and take your own advice on this matter however the Authority and the incumbent supplier believe that TUPE will apply and the new Supplier will need to comply with the relevant TUPE requirements. Any information provided by the Authority in respect of the staff currently providing the services is provided in good faith and does not purport to be comprehensive or independently verified.

The incumbent supplier has provided further relevant details of the staff employed by it in relation to the provision of the current services and these are set out at Attachment 12 (TUPE Data). Please also note the provisions of Schedule 9 to the draft Framework Agreement at Attachment 4.

- 1.13 The Authority is managing this Procurement in accordance with its general obligations under the Regulations, and specifically in accordance with the restricted procedure (Regulation 28) and the requirements relating to Framework Agreements (Regulation 33).

2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

- 2.1 This Procurement will result in the award of the Framework Agreement to the successful Potential Provider. Once the Framework Agreement has been executed the successful Potential Provider will become the Supplier.

Contracting Structure

- 2.2 The contractual relationship of the parties directly affected by the Framework is governed by three types of Agreement:

2.2.1 Framework Agreement - defines the legal relationship between the Authority and the Supplier. This document is available in Attachment 4.

2.2.2 Model Contract – is the model contract for the contract which defines the legal relationship between each Contracting Body which is a customer and the Supplier. The obligations of both parties are defined as required in the context of the Supplier's licence obligations. The Model Contract is Schedule 2 to the Framework Agreement in Attachment 4.

2.2.3 Customer Access Agreement – defines the relationship between the Authority and the customer, and includes the commitment period for the Agreement. The current form of this document is available in Attachment 5 but may be amended from time to time by the Authority.

- 2.3 Schedule 2b within the Framework Agreement will enable Contracting Bodies (including the Authority) to place orders with Suppliers for Ancillary Services.

- 2.4 The Framework Agreement (including the Framework Schedules) terms and conditions are available in Attachment 4 on the e-Sourcing Suite. Please review the Framework Agreement carefully to understand the rights and obligations it confers on the parties.

- 2.5 Framework Agreement (including the Framework Schedules) terms are non-negotiable, whether during the Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7).

- 2.6 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's charges and the approach to delivering the Goods and Services.

- 2.7 The Authority will manage the overall performance of the Framework Agreement by Suppliers and receive any Management Charge payable by Suppliers as defined (as “Commission”) in clause 5 in the Framework Agreement.
- 2.8 Contracting Bodies
- 2.8.1 The Framework Agreement will be available for use by potential customers which include but are not limited to Central Government departments and their Arm’s Length Bodies and Agencies; Non Departmental Public Bodies (NDPB); NHS bodies; Local Authorities and Police Forces, Elected Police Commissioners and Emergency Services and as described in the OJEU Contract Notice.
- 2.8.2 Entities which are not public sector bodies may also use the Framework Agreement if the Authority is satisfied that:
- 2.8.2.1 such entity is calling-off Goods and Services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Agreement on their own account;
 - 2.8.2.2 all Goods and Services to be called-off by it are to be used directly, solely and exclusively to provide electricity at sites occupied by such public sector bod(y)(ies);
 - 2.8.2.3 and it will pass the benefit of the Call-Off Contract to such public sector bod(y)(ies) directly, in full and on a purely “pass-through” basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of energy imposed on the relevant public sector bod(y)(ies), who must be able to benefit from the terms of the Framework Agreement in a like manner and to the same extent as if using the Framework Agreement on its/their own account.
- 2.8.3 Government policy mandates that UK central Government departments, executive agencies and non-departmental public bodies purchase the supply of electricity using this Framework Agreement (and/or other Framework Agreements procured by the Authority). Please note that any Government policy mandating the use of the Framework Agreement will not confer an exclusive right to supply on the successful Potential Provider. Government may change its policy at any time during the term of the Framework Agreement without liability to the successful Potential Provider.
- 2.8.4 Subject to paragraph 2.8.2 and 2.8.3 any relevant Contracting Body may purchase the Goods and Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on a Supplier or guarantee that a Supplier will receive any business at all under the Framework Agreement.

3. REQUIREMENTS AND STRUCTURE OF THE PROCUREMENT

- 3.1 A detailed description of the Goods and Services that a Supplier will be required to supply is set out in the Framework Agreement (Attachment 4) and in the OJEU Contract Notice. A copy of the OJEU notice is published at <http://ccs.cabinetoffice.gov.uk/i-am-buyer/procurement-pipeline>.
- 3.2 The Goods and Services covered by this Procurement comprise the Supply of Electricity and Ancillary Services and there is no division of these into lots.

- 3.3 Following selection of Potential Providers following the SQ stage, the evaluation of Tenders will determine the most economically advantageous offer by a Potential Provider.
- 3.4 If the Authority does not receive any compliant bids as a response to its Invitation to Tender (whether at SQ or Tender stage), it will abandon the Procurement. If the Potential Provider making the most economically advantageous offer declines the offer of award or for any other reason cannot be awarded the Framework Agreement, then the Authority, if it decides not to abandon the Procurement, will move to the next best option
- 3.5 Further details on how the Tender will be awarded can be found in paragraph 11.
- 3.6 Details of the potential value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

4. PROCUREMENT TIMETABLE

- 4.1 The timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
02/03/2017	Despatch of the OJEU Contract Notice
04/03/2017	Release of the ITT to all Potential Providers
06/03/2017	Clarification period starts
21/03/2017	Clarification period closes (" Tender Clarifications Deadline ")
27/03/2017	Deadline for the publication of responses to Tender Clarification questions
03/04/2017 15:00	Deadline for submission of Selection Questionnaire Tenders to the Authority (" SQ Tender Submission Deadline ")
06/04/2017	Issue notification to unsuccessful and successful Potential Providers
06 – 12/04/2017	Standstill period
13/04/2017	Release of second event in eSourcing suite, to successful suppliers
13/04/2017	Second Clarification period starts
20/04/2017	Briefing Day for Potential Providers
26/04/2017	Second Clarification period closes (" Tender Clarifications Deadline 2 ")
03/05/2017	Deadline for the publication of responses to Tender Clarification questions
12/05/2017	Deadline for submission of Award Questionnaire Tenders to the

15:00	Authority (" AQ Tender Submission Deadline ")
22/06/2017	Intention to award notification issued to successful and unsuccessful Potential Providers.
22/06 – 03/07/2017	Mandatory Standstill Period
04/07/2017	Award Notification letters issued
11/07/2017	Expected commencement date for Framework Agreement

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

5. COMPLETING AND SUBMITTING A SELECTION QUESTIONNAIRE RESPONSE AND TENDER

- 5.1 To participate in this competitive tendering exercise, you are required to submit a Selection Questionnaire Response which fully complies with the instructions in this document and in its Attachments. If selected, you will then be required to submit a Tender which fully complies with the instructions in this document and in its Attachments. You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Selection Questionnaire Response and (if selected) Tender.
- 5.2 The Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your responses must be managed through this tool. You are therefore advised of the following:
- 5.2.1 It is your responsibility to ensure that you have submitted a fully compliant Selection Questionnaire Response and (if selected) Tender.
- 5.2.2 You should ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
- 5.2.3 Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be unable to proceed further in the Procurement process.
- 5.2.4 You are strongly advised to allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Selection Questionnaire Response and Tender Submission Deadlines.
- 5.3 For technical guidance on how to complete questions, and how to upload any requested attachments please see eSourcing Suite Supplier Guidance Part B – Tendering and Further Competitions
<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>
- 5.4 Additional materials, documents and Attachments
- 5.4.1 You must adhere to the following instructions:
- 5.4.1.1 No additional attachments should be submitted with a Selection Questionnaire Response or Tender unless specifically requested by the Authority.
- 5.4.1.2 Any additional documents requested by the Authority must only be attached at the question level in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. Any documents must be submitted in the format requested by the Authority in the question.
- 5.5 Data entry
- 5.5.1 A fully compliant Selection Questionnaire Response or Tender must adhere to the following instructions:

- 5.5.2 All answers in the Selection Questionnaire Response or Tender must be inserted into the relevant answer box located beneath the relevant question, unless an attachment is permitted. Only information entered into the relevant answer box or as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Selection Questionnaire Response or Tender.
- 5.5.3 The Selection Questionnaire Response and (if applicable) Tender must be submitted in the English (UK) language.
- 5.5.4 You must answer all requirements accurately and precisely.
- 5.5.5 Where a number of options are offered as a response to a question, you must select the relevant option from the drop down list. Where there is request for a price to be submitted, please provide your response in the table provided.
- 5.5.6 You must not answer questions by cross referring to other answers or to other materials (e.g. information located on a web site). Each question answered must be complete in its own right.
- 5.5.7 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). Any stated character limit is assumed to include spaces and punctuation.
- 5.6 Deadline for the submission of Selection Questionnaire Responses and Tenders
 - 5.6.1 All Selection Questionnaire Responses and Tenders must be received by the Authority before the relevant Submission Deadline (see the Procurement Timetable in paragraph 4 for details).
 - 5.6.2 Selection Questionnaire Responses or Tenders received on or after the relevant Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Selection Questionnaire Response or Tender received after the relevant Submission Deadline is made entirely at the Authority's discretion.
- 5.7 Uploading and submitting a Selection Questionnaire Response or Tender
 - 5.7.1 You are responsible for ensuring that your Selection Questionnaire Response or Tender has been successfully completed in the e-Sourcing Suite prior to the relevant Submission Deadline.
 - 5.7.2 All Selection Questionnaire Responses and Tenders must be submitted to the Authority using the e-Sourcing Suite. Selection Questionnaire Responses or Tenders submitted by any other means will not be accepted.
 - 5.7.3 Elements of a Selection Questionnaire Response or Tender may be opened and submitted or attached as required at any time before the relevant Submission Deadline using the e-Sourcing Suite. Instructions explaining how to formally submit the Selection Questionnaire Response or Tender to the Authority are located within the e-Sourcing Suite.
 - 5.7.4 You may modify and resubmit your Selection Questionnaire Response or Tender at any time prior to the relevant Submission Deadline. Upon the relevant Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any attachments as requested through the e-Sourcing Suite. Selection Questionnaire Responses or Tenders cannot be modified by you after the relevant Submission Deadline.
 - 5.7.5 You may withdraw from this Procurement by choosing not to submit a Selection Questionnaire Response or Tender by the relevant Submission Deadline.

- 5.7.6 If selected and you submit a Tender, your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the rejection of your Tender.
- 5.8 The Authority may disseminate information provided by a Potential Provider that is materially relevant to the Procurement to other Potential Providers subject to:
- 5.8.1 any procedures described in the documentation for this Procurement for raising questions and/or seeking clarifications; and
- 5.8.2 any duty to protect commercial confidentiality in relation to the information contained within a Response unless such a duty is overridden by a requirement for disclosure under the Freedom of Information Act 2000, or the UK Government's requirements on transparency (as detailed within paragraphs 11 and 12 of the Terms Of Participation, Attachment 9).
- 5.9 On 2 April 2014 the Government introduced the Government Security Classifications (GSC) classification 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 Framework Agreement awarded to you as a result of this Procurement process will be subject to the GSC from 2 April 2014. The link below to the Gov.uk website provides information on the new GSC:
- 5.10 On 1st October 2014 the Government introduced the Cyber Essentials Scheme to further reduce the levels of cyber security risks in its supply chain. Cyber Essentials defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat which come from the internet. The link below to the GOV.UK website provides information on the Cyber Essentials Scheme:

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

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

Cyber Essentials is an important part of Security Governance and is a requirement for being awarded this Framework Agreement, please see SQ7.5 within Attachment 2 Selection Questionnaire.

5.11 SQ Section 5: Economic and Financial Standing (Evaluated)

- 5.11.1 The information you submit in response sections 1 Potential Provider Information and 2 Tendering Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1a that a Contract Guarantee will be provided, the Authority will perform an assessment of the proposed Contract Guarantor's economic and financial standing in accordance with this paragraph 5.11.
- 5.11.2 The Authority uses a credit reference agency as the first step in determining financial risk. The Authority will request a credit reference agency financial risk/failure score based on the information provided in response to the Selection Questionnaire. The report provided by the credit reference agency, (Dun and Bradstreet) will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency is 51 or more, then your Tender will proceed to the next stage of the Selection Stage evaluation process.
- 5.11.3 If any of the following circumstances arise:
- 5.11.3.1 the score provided by the credit reference agency is less than 51;
 - 5.11.3.2 no standard credit reference agency score is available for your organisation,
- 5.11.4 then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Contract Guarantor (as the case may be):
- 5.11.4.1 a statement of your turnover profit and loss account and cash flow for the most recent year of trading;
 - 5.11.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 5.11.4.3 an alternative means of demonstrating financial status.
- 5.11.5 The Authority will use the information described in paragraph 5.11.4, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed Contract Guarantor's financial risk is acceptable. This will be performed using the Authority's financial assessment template which can be viewed using the template provided at Attachment 11 Financial Assessment Template, which covers a range of financial risk indicators.
- 5.11.6 If the Authority then determines (in accordance with paragraph 5.11.5) that the financial risk is determined as being acceptable, then your Tender will proceed to the next stage of the Selection Stage evaluation process.
- 5.11.7 If the Authority determines (in accordance with paragraph 5.11.5) that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a Contract Guarantor. If you nominate a Contract Guarantor the Authority will undertake the steps at paragraphs 5.11.2 to 5.11.7 in respect of the proposed Contract Guarantor.
- 5.11.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at 5.11.4 has not been provided, then the Tender will be excluded from further involvement in the procurement.

- 5.11.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a Contract Guarantee. The Authority will undertake the steps at paragraphs 5.11.2 to 5.11.7 in respect of the proposed Contract Guarantor. If a Contract Guarantor cannot be provided and the level of financial risk remains unacceptable, the Tender will be excluded from further involvement in this Procurement.
- 5.11.10 The Authority reserves the right to amend any security related term or condition of the draft Framework Agreement 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 Procurement process and/or any Framework Agreement awarded to you as a result of the Procurement process.

6. CONTRACTING ARRANGEMENTS (SUBCONTRACTORS AND CONSORTIA)

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

6.5.2 A Potential Provider's Selection Questionnaire Response and Tender must clearly identify in response to any question, when it is relying on a sub-contractor, the name of the particular sub-contractor and explain the sub-contractor's capability and experience as the context of the question requires.

6.5.3 The Authority does not require all sub-contractors be disclosed. It only requires a Potential Provider to disclose those sub-contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement. There is no need to specify those sub-contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc) that indirectly enable the Potential Provider to perform the Framework Agreement. For example if the Authority requires a Supplier to hold a particular licence – then the Potential Provider may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor 'XYZ Co'.

6.6 Consortium proposals

6.6.1 If a Consortium wishes to act jointly to provide the Goods and Services they may do so:

6.6.1.1 with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Contract. Please note that in accordance with Regulation 28 the Authority may require the Consortium to form a single legal entity for the purpose of concluding the Framework Agreement; or

6.6.1.2 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.

6.6.2 The Consortium should nominate a Lead Contact to lead the bidding process. If the SPV exists, then the Lead Contact should lead and complete the Selection Questionnaire Response and (if selected) Tender as the SPV in its name and 'voice'. If the SPV does not yet exist or the Consortium plans to collaborate on a joint and several basis, then the Consortium should nominate a Lead Contact to complete the Selection Questionnaire Response and (if selected) Tender on behalf of all the members of the Group of Economic Operators.

6.6.3 Where the Potential Provider relies on the capability and/or experience of one or more members of the Consortium in its Selection Questionnaire Response and Tender to demonstrate their ability to provide the Goods and Services in accordance with the requirements of the ITT and the Framework Agreement it must inform the Authority in its Selection Questionnaire Response and Tender.

6.6.4 A Potential Provider's Selection Questionnaire Response and (if selected) Tender must clearly identify in response to any question, when it is relying on another Consortium member, the name of the particular Consortium member and explain the Consortium member's capability and experience as the context of the question requires.

6.7 Queries

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

6.8 Changes to the contracting arrangements

6.8.1 The Authority recognises that arrangements in relation to Consortia and sub-contracting may be subject to occasional change. You should therefore respond in the light of such arrangements as are currently envisaged. You are reminded that any future change in relation to the Consortium membership and sub-contracting arrangements must be notified to the Authority at the earliest opportunity. The Authority will make a further assessment of the Selection Questionnaire Response and/or Tender by applying the selection criteria and/or award criteria to the new information provided.

6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to Consortia and sub-contracting which are made following the award will be dealt with in accordance with clause 29 of the Framework Agreement.

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 relevant Clarifications Deadline (see the Procurement Timetable in set out in paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.

7.2 The Authority will not enter into exclusive discussions regarding the requirements of this Procurement with you.

7.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions raised by you.

7.4 All responses to your questions will be published by the Authority in a "Questions and Answers" document, which will be available in the "Attachments" section of the e-Sourcing Suite.

7.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately two to three working day) intervals. The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, within four working days following the relevant 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 e-Sourcing Suite, then you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will invite you to decide whether:

7.6.1 the question/clarification and the response should in fact be published; or

7.6.2 it wishes to withdraw the question/clarification.

7.7 The Authority may contact you at any time, both during the Procurement and post Award with information, or with directions which require your action.

- 7.8 You are responsible for monitoring the e-Sourcing Suite and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that may affect how you complete your Selection Questionnaire Response and/or Tender.

8. BRIEFING DAY FOR POTENTIAL PROVIDERS

- 8.1 A briefing day for Potential Providers in relation to the Tender stage will be held Thursday 20th April 2017. The briefing day will (if you are selected to submit a Tender) provide you with an opportunity to seek clarification on any matters relating to the Tender stage of this Procurement and the requirements in an open forum. Further details will be emailed to all Potential Providers registered to this Procurement and selected for the Tender stage within the e-Sourcing Suite.

9. OVERVIEW OF THE SELECTION QUESTIONNAIRE AND AWARD EVALUATION PROCESSES IN A RESTRICTED PROCEDURE PROCUREMENT

- 9.1 All Potential Providers Selection Questionnaire responses will be evaluated independently from (and prior to) the "**Award Stage**" (see paragraph 10 below).
- 9.2 All Potential Providers whose Selection Questionnaire Response passes each "Pass/Fail" question will be selected to submit a Tender. Potential Providers will be notified of the outcome within the event in the eSourcing Suite. Those that are successful will at this stage will then be invited to a second event in the eSourcing Suite which caters for the Award Stage of the procurement.
- 9.3 The following paragraphs apply only to Potential Providers who have been selected to submit a Tender in accordance with paragraph 9.2. The Authority will assess responses to the Award Questionnaire in accordance with paragraph 10 below (**Award Stage**).
- 9.4 Consensus Marking Procedure
- 9.4.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph.
- 9.4.2 The Consensus Marking Procedure is for Quality Evaluation only, which is a two-step process, comprising:
- 9.4.2.1 independent evaluation; and
- 9.4.2.2 group consensus marking.
- 9.4.3 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.
- 9.4.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:

- 9.4.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
- 9.4.4.2 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.
- 9.4.4.3 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 within Attachment. 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.
- 9.4.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.
- 9.4.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

10. AWARD STAGE EVALUATION

- 10.1 Tenders will be subject to evaluation in accordance with this paragraph 10. This paragraph 10 only applies to Potential Providers who have been selected to submit a Tender in accordance with paragraph 9.1.
- 10.2 The Award Stage evaluation will comprise of:
 - 10.2.1 an evaluation of Potential Providers answers to the Award Questionnaire ("**Quality Evaluation**"); and
 - 10.2.2 an evaluation of the prices tendered in response to the Pricing Matrix loaded in the bid fields or the tables of the following questions in the eSourcing suite ("Price Evaluation") **Please note that all prices tendered must be exclusive of VAT.**

AQE1	Ancillary costs – site works and installation costs
AQE2	Ancillary costs – AMR service charges
AQE3	Ancillary costs – AMR service charges <i>discounted costs</i>
AQE4	NHH Administration and Management Fees (Score AQE4i and AQE4ii)
AQE5	HH and UMS Administration and Management Fees
AQE6	Customer Payment Terms
AQE7	Customer Billing Terms
AQE8	Pedestrian Meter Reading Charge
AQE9	Day Rates

10.3 The maximum possible score capable of being achieved by a Potential Provider will be 100 points (being the sum of the scores achieved for Quality Evaluation and the Price Evaluation i.e. 60 + 40)

10.4 Available scores

QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
60%	40%	100%

10.5 Overview of Quality and Price Evaluation Criteria and Weightings:

Section		Marking Scheme	Maximum Available Score	Section Mark %
SECTION A – MANDATORY QUESTIONS				
AQA1	SUPPLY OF ELECTRICITY AND ANCILLARY SERVICES FRAMEWORK TERMS AND CONDITIONS	Pass/Fail	N/A	N/A
SECTION B – FRAMEWORK AGREEMENT POPULATION				
AQB1	FRAMEWORK POPULATION – RECITALS	Not Evaluated	N/A	N/A
AQB2	FRAMEWORK POPULATION – CLAUSE 36 (Notices)	Not Evaluated	N/A	N/A
AQB3	FRAMEWORK POPULATION – SCHEDULE 15 (Marketing)	Not Evaluated	N/A	N/A
AQB4	FRAMEWORK POPULATION – SCHEDULE 11 (Commercially Sensitive Information)	Not Evaluated	N/A	N/A
SECTION C - TRADING				10%
AQC1	FLEXIBLE PROCUREMENT	100/50/0	100	5%
AQC2	TRADING SUPPORT – MARKET VIEW	100/0	100	2.5%
AQC3	TRADING SUPPORT – AUTHORITY ACCESS TO BROKER SCREENS	100/80/60/40/20/0	100	2.5%

[illegible]

10.6 Quality Evaluation Process

The Question in Award Questionnaire Section A is pass/fail

10.6.1 The Potential Provider's responses to Award Questionnaire question AQA1 will be reviewed. This is a pass/fail question. The response must achieve a pass to proceed to the rest of the evaluation process. Any response awarded a fail will result in the Potential Provider's Tender being excluded from further consideration.

The Questions in Award Questionnaire Section B are not evaluated

10.6.2 The Potential Provider's responses to Award Questionnaire Section B questions are for information only and are required for Framework population should the Potential Provider be successful.

All Questions in Award Questionnaire Section C and D will be scored according to their accompanying Marking Scheme and Evaluation Guidance.

10.6.3 The evaluation of each response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure.

10.6.4 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below. The range of scores available will be different for each question and are listed in the Marking Scheme for each question.

MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Score Available for the question
20	20% of the Maximum Score Available for the question
25	25% of the Maximum Score Available for the question
33	33% of the Maximum Score Available for the question
40	40% of the Maximum Score Available for the question
50	50% of the Maximum Score Available for the question
60	60% of the Maximum Score Available for the question
66	66% of the Maximum Score Available for the question
75	75% of the Maximum Score Available for the question
80	80% of the Maximum Score Available for the question
100	100% of the Maximum Score Available for the question

- 10.6.5 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a fraction of the Maximum Score Available for that question. The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 10.5 above. For example if a Potential Provider achieved a mark of 50 out of 100 for question AQA1, where the Maximum Score Available is 12.5, it would equate to 50% of 12.5 (being the Maximum Score Available for that question). The Potential Provider would therefore score 6.25 for that question.
- 10.6.6 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation ("**Quality Score**").
- 10.6.7 Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders may be rejected by the Authority without proceeding to the next stage of evaluation.

10.7 PRICING EVALUATION

All Questions in Award Questionnaire Section E

- 10.7.1 Costs submitted by Potential Providers in the eSourcing Suite bid fields associated with all questions in Section E of Attachment 3 Award Questionnaire, will be recorded and evaluated in accordance with the Evaluation Guidance following each cost related question of Attachment 3 Award Questionnaire:
- 10.7.2 The scores achieved for each question in Section E of the Award Questionnaire will be added together to give the Price Score.
- 10.7.3 The Price Evaluation will be undertaken by different individual(s) evaluators to those individuals involved with the Quality Evaluation Process.
- 10.7.4 The Price Evaluation Process and resultant rankings of Potential Providers (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement process.
- 10.7.5 The Quality Score will be added to the Price Score to determine the Final Score for each Potential Provider.

11 FINAL DECISION TO AWARD

- 11.1 This paragraph 11 only applies to Potential Providers who have been selected to submit a Tender in accordance with paragraph 9.1.
- 11.2 Once the Final Score has been calculated, the Authority will evaluate which Tender achieves the highest score.
- 11.3 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of any preferred Potential Provider.
- 11.4 Should a notified preferred Potential Provider/s decline to accept a Framework Agreement, then the Authority's intention is to offer the Framework Agreement to the next ranked Potential Provider/s, until it has been accepted.
- 11.5 Following a Standstill Period of 10 calendar days, but subject to:
- 11.6 there being no substantive challenge to that intention;
- 11.7 satisfactory due diligence having been carried out; and
- 11.8 the Authority having obtained relevant internal approvals;
- 11.9 it is the Authority's intention formally to award a Framework Agreement (subject to satisfactory finalisation of the contract), to the preferred Potential Provider.
- 11.10 The term Standstill Period is set out in Regulation 87 and, in summary, is a period of ten calendar days following the notification of an intention to award decision in a Framework Agreement or contract tendered via the Official Journal of the European Union, during which the Authority must not enter into the contract or conclude the Framework Agreement or contract with the successful Supplier. It allows unsuccessful potential providers the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement or contracts are formally awarded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.

12 GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means the Minister for the Cabinet Office (" Cabinet Office ") represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP; In this Procurement, the Authority is acting as part of the Crown;
Award Questionnaire	means the award questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 9.1;
Call-Off Contract	means a specific contract awarded by a Contracting Body under the terms of the Framework Agreement. The template call-off contract terms and conditions, to be used for every Call-Off Contract awarded under the terms of the Framework Agreement, are at Attachment 4;
Clarifications Deadline	means the relevant time and date set out in paragraph 4 for the latest submission of clarification questions at Selection

	Questionnaire and Tender stages;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.4;
Consortium	means a group of economic operators acting jointly and severally to provide the Goods and Services;
Contracting Body	means the Authority and/or any other Contracting Bodies described in the OJEU Contract Notice;
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 10.7.5;
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Schedule	means a schedule to the Framework Agreement;
Goods and Services	means the goods and services that may be provided by Suppliers, as set out at Framework Schedules 3, 4, 5 and 6;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;
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 the Selection Questionnaire and Award Questionnaire;
Management Charge	Means the sum paid by the Supplier to the Authority for the award of the Framework Agreement and the management, marketing and administration of overall contractual structure and associated documentation as invoiced by the Supplier to the Contracting Bodies (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call Off Contract;
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Attachment 3 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 10;
Model Contract	a model for the Customer Contract to be used by the Supplier and a customer in relation to the Ancillary Services and the supply of Electricity Products and which is set out at Framework Schedule 2;
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Potential Provider	has the meaning in paragraph 6.2;

SQ	means that part of this ITT which sets out the questions at the selection stage of this Procurement;
SQ Response	means the Potential Provider's formal response to the Selection Questionnaire;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider within 'Section D- Costs'.
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 10.7;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Goods and Services to Contracting Bodies as described in the OJEU Contract Notice;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 10.6.5;
Regulations	means the Public Contracts Regulations 2015 and (where applicable) the Public Contracts (Scotland) Regulations 2015;
Response	means a Selection Questionnaire Response and/or a Tender;
Special Purpose Vehicle (SPV)	has the meaning in paragraph 6.6.1.2;
Standstill Period	has the meaning as set out in paragraph 11.5;
Sub-Contractor	means a named sub-contractor in a Response;
Submission Deadline	means the relevant time and date set out in paragraph 4 for the latest uploading of Selection Questionnaires and Tenders.
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;
Tender	means the Potential Provider's formal offer in response to the award questionnaire forming part of this Invitation to Tender;
Terms of Participation	means Attachment 8, which sets out the rules for participation in the Procurement.