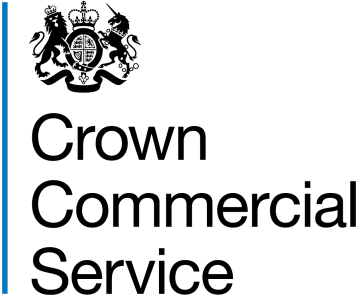


cotitle

**INVITATION TO TENDER**

**MEDALS & INSIGNIA**

**REFERENCE NUMBER**

**(RM3771)**

CONTENTS

[1. introduction 3](#_Toc436134670)

[2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS 4](#_Toc436134671)

[3. ReqUirements and LOT Structure 5](#_Toc436134672)

[4. procurement timEtable 8](#_Toc436134673)

[5. completiNG AND SUBMITTING A tender 9](#_Toc436134674)

[6. CONTRACTING ARRANGEMENTS (Sub-contractORS AND GROUPS OF ECONOMIC OPERATORS) 12](#_Toc436134675)

[7. questions AND ClarificationS 14](#_Toc436134676)

[8. OVERVIEW OF THE EVALUATION PROCESS 15](#_Toc436134677)

[9. Compliance/vaildation stage 16](#_Toc436134678)

[10. selection stage evaluation 16](#_Toc436134679)

[11. AWARD STAGE EVALUATION 19](#_Toc436134680)

[12. Price Evaluation Process 22](#_Toc436134681)

[13. FINAL DECISION TO Award 24](#_Toc436134682)

[14. COMPLAINTS 25](#_Toc436134683)

[15. GLOSSARY 26](#_Toc436134684)

ATTACHMENT 2 PARTICIPATION REQUIREMENTS AND SELECTION QUESTIONNAIRE AND GUIDANCE

ATTACHMENT 3 AWARD QUESTIONNAIRE AND EVALUATION GUIDANCE

ATTACHMENT 4 FRAMEWORK AGREEMENT

ATTACHMENT 4b FRAMEWORK SCHEDULE 2: SPECIFICATION

ATTACHMENT 5 CALL OFF CONTRACT

ATTACHMENT 6 TERMS OF PARTICIPATION

ATTACHMENT 7 DECLARATION OF COMPLIANCE

ATTACHMENT 8 SUPPLIER GUIDANCE

ATTACHMENT 9 FRAMEWORK POPULATION TEMPLATE

ATTACHMENT 10 FINANCIAL ASSESSMENT TEMPLATE

ATTACHMENT 11 SUPPLIER PRICING AND LEAD TIME TEMPLATE

# introduction

## Welcome to this Procurement which is being managed by Crown Commercial Service (referred to as the Agent within this Invitation to Tender (ITT)) on behalf Cabinet Office (referred to as the Authority within this Invitation to Tender (ITT).

## All bidders participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a multi Supplier Framework Agreement for Central Chancery of the Orders of Knighthood and the Authority for the supply of medals and insignia which are presented by, or on behalf of The Queen at various times throughout the year. The duration of the Framework Agreement will be 3 (three) years with the possibility of an extension of 1 (one) year at the discretion of the Authority.

## Value for Money is a key priority for the Authority, in order to ensure tax payers money is used in the most efficient manner, Potential Providers are required to achieve and maintain Continuous Improvement throughout the term of the Framework Agreement. Please refer to Attachment 4 Medals and Insignia Framework Agreement, Schedule 12 Continuous Improvement.

## This ITT contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 15.

## 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.

## The Terms of Participation at Attachment 6 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Agent. You must confirm in the online ‘Participation Requirements’ section (Question PR1) that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.

## 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.

## 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.

## Your responses to the Participation Requirements Questionnaire and Selection Questionnaire (Attachment 2) and the Award Questionnaire (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 [here](https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers) and at Attachment 8.

## You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure you have read all the ITT information and instructions thoroughly so that questions or clarifications are not raised unnecessarily.

## 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).

# THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

## This Procurement will result in the award of the Framework Agreement to successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.

## The Framework Agreement will enable Central Chancery of the Orders of Knighthood and the Authority to place orders with Potential Providers who are successful for the Goods or Services via Call-Off Contracts.

## The published Framework Agreement (including the Framework Schedules) and Call-Off Contract (including the Call Off Schedules) terms and conditions are available at Attachments 4 and 5. Please carefully review these documents so that you fully to understand the rights and obligations they confer on the parties.

## Framework Agreement and Call-Off Contract terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Agent accepts that there is either ambiguity or error, then it will make appropriate amendment.

## Following the Agent’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 or Services.

## The Authority will manage the overall performance of the Framework Agreement by Potential Providers and collect Management Information as and when required (see Framework Agreement Schedule 9 Management Information)

## **Contracting Authority**

### The Framework Agreement will be available for use by Central Chancery of the Orders of the Knighthood (CCOK) and the Cabinet Office.

### Subject to paragraph 2.8 the Authority may purchase the Services or Goods from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer onto Potential Providers an exclusive right to supply, or guarantee that a Potential Provider will receive any business at all under the Framework Agreement.

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

### The Authority may award Call-Off Contracts for any of the Goods or Services under Lots 1 to 77 by direct award (i.e. without re-opening competition among Potential Providers) and/or by further competition. Direct award is not permissible for any requirement under Lot 78 (Adhoc Medals and Insignia). Where a further competition must be completed by the Authority. When a new Medal is requested under this Lot the Authority is obliged to go out to Further Competition to all Potential Providers within the Framework Agreement in the first instance, this is very likely to require samples being provided as part of this Further Competition exercise. It is envisaged that any prices/lead time provided during this exercise would be applicable for the duration of one (1) year from the date of the submission. In this circumstance it would be possible to conduct a subsequent direct contract award for this Medal/Insignia. The procedures the Authority will use to make a direct contract award and/or conduct a further competition (including use of an e-Auction)] are set out in Framework Schedule 5 (Call-Off Procedure) at Attachment 4.

### The Authority will use the evaluation criteria and weightings set out in Framework Schedule 6 (Award Criteria) to determine which Potential Provider should be appointed to supply the Goods or Services.

### All Call-Off Contracts awarded by the Authority will be subject to the Call-Off Contract terms and conditions contained within Framework Schedule 4 (Attachment 5) supplemented as appropriate by such additional details as may be necessary and permissible.

### The Authority will manage the Potential Provider's day to day performance of the Call-Off Contract it has entered into with the Supplier.

# ReqUirements and LOT Structure

## A detailed description of the Goods or Services that a Potential Provider will be required to supply for a Lot in which it has been successful is set out at Attachment 4b Framework Schedule 2 (Specification) and a short description is contained in the OJEU Contract Notice.

## The Goods or Services covered by this Procurement have been sub-divided into 78 (Seventy Eight) Lots, as detailed in the table below: this table provides details of the maximum number of Potential Providers that Framework Agreements will be concluded with in respect of each Lot, subject to paragraph 3.4.

## 

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot No.** | **Insignia/Medal** | | **Maximum Number of Potential Providers** | |
| **The Order of the Bath Military Division** | | |  | |
| 1 | GCB Badge & Star (Gent) – Military | | 3 | |
| 2 | GCB Badge & Star (Lady) – Military | | 3 | |
| 3 | GCB Collar (Lady) – Military | | 3 | |
| 4 | DCB Badge & Star – Military | | 3 | |
| 5 | KCB Badge & Star – Military | | 3 | |
| 6 | CB Badge (Gent) – Military | | 3 | |
| **The Order of the Bath Civil Division** | | |  | |
| 7 | GCB Collar with Badge Appendant (Gent) – Civilian | | 3 | |
| 8 | GCB Collar with Badge Appendant (Lady) – Civilian | | 3 | |
| 9 | GCB Badge & Star (Gent) – Civilian | | 3 | |
| 10 | GCB Badge & Star (Lady) – Civilian | | 3 | |
| 11 | DCB Badge & Star – Civilian | | 3 | |
| 12 | KCB Badge & Star – Civilian | | 3 | |
| 13 | CB Badge (Lady) – Civilian | | 3 | |
| 14 | CB Badge (Gent) – Civilian | | 3 | |
| **The Order of St Michael & St George** | | |  | |
| 15 | GCMG Collar (Lady) | | 3 | |
| 16 | GCMG Collar (Gent) | | 3 | |
| 17 | GCMG Badge & Star (Lady) | | 3 | |
| 18 | GCMG Badge & Star (Gent) | | 3 | |
| 19 | DCMG Badge & Star | | 3 | |
| 20 | KCMG Badge & Star | | 3 | |
| 21 | CMG Badge (Lady) | | 3 | |
| 22 | CMG Badge (Gent) | | 3 | |
| **The Royal Victorian Order** | | |  | |
| 23 | GCVO Badge & Star (Lady) | | 3 | |
| 24 | GCVO Badge & Star (Gent) | | 3 | |
| 25 | DCVO Badge & Star | | 3 | |
| 26 | KCVO Badge & Star | | 3 | |
| 27 | CVO Badge (Lady) | | 3 | |
| 28 | CVO Badge (Gent) | | 3 | |
| 29 | LVO Badge (Lady) | | 3 | |
| 30 | LVO Badge (Gent) | | 3 | |
| 31 | MVO Badge (Lady) | | 3 | |
| 32 | MVO Badge (Gent) | | 3 | |
| 33 | RVM Gold (Lady) | | 3 | |
| 34 | RVM Gold (Gent) | | 3 | |
| 35 | RVM Silver (Lady) | | 3 | |
| 36 | RVM Silver (Gent) | | 3 | |
| 37 | Honorary RVM Gold (Lady) | | 3 | |
| 38 | Honorary RVM Gold (Gent) | | 3 | |
| 39 | Honorary RVM Silver (Lady) | | 3 | |
| 40 | Honorary RVM Silver (Gent) | | 3 | |
| 41 | Bar to the Royal Victorian Medal | | 3 | |
| **The Order of the British Empire Military Division** | | | |  | |
| 42 | | GBE Badge & Star (Gent) – Military | | 3 | |
| 43 | | GBE Badge & Star (Lady) – Military | | 3 | |
| 44 | | DBE Badge & Star – Military | | 3 | |
| 45 | | KBE Badge & Star – Military | | 3 | |
| 46 | | CBE Badge (Lady) – Military | | 3 | |
| 47 | | CBE Badge (Gent) – Military | | 3 | |
| 48 | | OBE Badge (Gent) – Military | | 3 | |
| 49 | | MBE Badge (Gent) – Military | | 3 | |
| 50 | | BEM Badge – Military | | 3 | |
| **The Order of the British Empire Civil Division** | | | |  | |
| 51 | | GBE Badge & Star (Gent) – Civilian | | 3 | |
| 52 | | GBE Badge & Star (Lady) – Civilian | | 3 | |
| 53 | | DBE Badge & Star - Civilian | | 3 | |
| 54 | | KBE Badge & Star - Civilian | | 3 | |
| 55 | | CBE Badge (Lady) - Civilian | | 3 | |
| 56 | | CBE Badge (Gent) - Civilian | | 3 | |
| 57 | | OBE Badge (Lady) - Civilian | | 3 | |
| 58 | | OBE Badge (Gent) - Civilian | | 3 | |
| 59 | | MBE Badge (Lady) - Civilian | | 3 | |
| 60 | | MBE Badge (Gent) - Civilian | | 3 | |
| 61 | | BEM Badge (Lady) - Civilian | | 3 | |
| 62 | | BEM Badge (Gent) - Civilian | | 3 | |
| **The Order of the Companions of Honour** | | | |  | |
| 63 | | CH Badge (Lady) | | 3 | |
| 64 | | CH Badge (Gent) | | 3 | |
| **Knights Bachelor** | | | |  | |
| 65 | | Knight Bachelor's Badge | | 3 | |
| **The Distinguished Service Order** | | | |  | |
| 66 | | DSO Badge | | 3 | |
| **Queen’s Gallantry Medals** | | | |  | |
| 67 | | Queen’s Gallantry Medal (Lady) | | 3 | |
| 68 | | Queen’s Gallantry Medal (Gent) | | 3 | |
| 69 | | Bar to Queen’s Gallantry Medal | | 3 | |
| 70 | | George Cross (Lady) | | 3 | |
| 71 | | George Cross (Gent) | | 3 | |
| 72 | | George Medal (Lady) | | 3 | |
| 73 | | George Medal (Gent) | | 3 | |
| **Imperial Service Order** | | | |  | |
| 74 | | Imperial Service Medal | | 3 | |
| **Queen's Medals** | | | |  | |
| 75 | | Queen’s Fire Service Medal | | 3 | |
| 76 | | Queen’s Police Service Medal | | 3 | |
| 77 | | Queen’s Ambulance Service Medal | | 3 | |
| **Ad Hoc Medals and Insignia** | | | |  | |
| 78 | | Ad Hoc Medals and Insignia | | 3 | |

## Potential Providers have the opportunity to bid for all or any combination of the 77 Lots, however the Agent reserves the right to award each Lot separately.

### All Potential Providers who are successfully awarded a place on any Lot(s) 1 through to and including Lot 77 under this Framework Agreement will automatically be awarded a place on Lot 78 (Adhoc Medals and Insignia). The purpose of Lot 78 is to meet requirements the Authority may have for any other medals and insignia throughout the term of the Framework Agreement that are covered by Lots 1 - 77. Note that while all successful Potential Providers on Lots 1 – 77 will be automatically awarded a place on Lot 78 (Adhoc Medals and Insignia), there is no guarantee that any Potential Provider will receive any business under this Lot.

### For the avoidance of doubt a Potential Provider that is unsuccessful in all of the Lots they bid for will not be awarded Lot 78 (Adhoc Medals and Insignia).

## The Number of Potential Providers that can be awarded a Framework Agreement is 3 (three) with the exception of Lot 78 and also where the circumstances detailed below in 3.5 and 3.6 apply.

## The maximum number of Potential Providers for each Lot may increase where two or more Potential Providers have tied scores and are placed in the last position in respect of each Lot. In such cases, Potential Providers who are tied with the same score in the last position for each Lot shall be deemed to be one Supplier for the purpose of calculating the maximum number of Suppliers for each Lot. The Agent will award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position only.

## Where two or more Potential Providers have tied scores and are in the same ranked position, with exception for the last ranked position for each Lot,  those Potential Providers will separately occupy that ranked position and then the ranked positions in numerical order immediately following that ranked position they tied for.  For example if there are three Potential Providers tied for Second ranked position they will occupy the second, third and fourth ranked Positions with their tied scores.

# procurement timEtable

## The anticipated timetable for this Procurement is set out in the table below.

## 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** |
| --- | --- |
| 26/11/2015 | Despatch of the OJEU Contract Notice |
| 30/11/2015 | Publication of Tender documentation |
| 30/11/2015 | Clarification period starts |
| 14/12/2015  13:00.00 BST | Clarification period closes (“**Tender Clarifications Deadline**”) |
| 16/12/2015  17:00.00 BST | Deadline for the publication of responses to Tender Clarification questions |
| 06/01/2016  14:59.00 BST | Deadline for submission of Tenders to the Agent (“**Tender Submission Deadline**”) |
| 28/01/2016 | Intention to award notices issued to successful and unsuccessful Potential Providers. |
| 28/01/2016 to 08/02/2016 | 10 day Standstill Period (in accordance with Regulation 87) ends 23:59 on this day |
| 11/02/2016 | Expected commencement date for Framework Agreement(s) |

# completiNG AND SUBMITTING A tender

## To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and all its Attachments:

ATTACHMENT 2 PARTICIPATION REQUIREMENTS AND SELECTION QUESTIONNAIRE AND GUIDANCE

ATTACHMENT 3 AWARD QUESTIONNAIRE AND EVALUATION GUIDANCE

ATTACHMENT 4 DRAFT FRAMEWORK AGREEMENT

ATTACHMENT 4b FRAMEWORK SCHEDULE 2: SPECIFICATION

ATTACHMENT 5 CALL OFF CONTRACT

ATTACHMENT 6 TERMS OF PARTICIPATION

ATTACHMENT 7 DECLARATION OF COMPLIANCE

ATTACHMENT 8 SUPPLIER GUIDANCE

ATTACHMENT 9 FRAMEWORK POPULATION TEMPLATE

ATTACHMENT 10 FINANCIAL ASSESSMENT TEMPLATE

ATTACHMENT 11 SUPPLIER PRICING AND LEAD TIME TEMPLATE

## You are strongly advised to read through all documentation and Attachments as above to ensure you understand how to submit a fully compliant Tender.

## 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:

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

### 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.

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

## For technical guidance on how to complete questions, and how to upload any requested attachments please see– Supplier Guidance (Attachment 8).

## **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 (in the e-Sourcing Suite);

## Attachment 3 – Award Questionnaire (in the e-Sourcing Suite);

* Attachment 6 - Terms of Participation
* Attachment 7 – Declaration of Compliance

## Attachment 9 – Framework Agreement Population Template (uploaded as an attachment to question SQ7.4 in the Selection Questionnaire)

## Attachment 11 - Supplier Pricing and Lead Time Template as an attachment to questions AQC1 and AQD1 within the eSourcing suite (upload to question AQC1 only).

## Any other documents specifically requested by the Agent.

## Additional Materials, Documents and Attachments

### You must adhere to the following instructions;

#### No additional attachments should be submitted with a Tender

#### Any documents requested by the Agent must only be attached at the Question Level (not at Questionnaire Level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Agent in the question. Documents requested must be submitted in the format requested by the Agent.

## **Data Entry**

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

#### All responses must be inserted into the relevant answer box(s) located beneath the relevant question, no attachments are permitted except where requested by the Agent. Only information entered into the relevant answer box(s) or information provided as an attachment supplied in accordance with the Agents instructions will be taken into consideration for the purposes of evaluating a Tender.

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

#### All prices must be shown excluding VAT and in British Pounds Sterling (£).

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

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

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

#### 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.

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

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

## **Late Tenders:**

### Tenders cannot be received on or after the Tender Submission Deadline via the eSourcing Suite and if they are sent to us via any other method such as an attachment to a message, they are likely to be rejected by the Authority. The Authority has the sole and absolute right to decide whether to reject a Tender received after the Tender Submission Deadline.

## **Uploading and submitting a Tender**

### You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.

### All Tenders must be submitted to the Agent using the e-Sourcing Suite. Tenders submitted by any other means will notbe accepted.

### Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Attachment 8 for details of how to formally submit the Tender.

### 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.

### You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.

### Your Tender must remain valid and capable of acceptance by the Agent for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

## **Confidentiality**

### Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.

### The Agent may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).

## **Data Security - Cyber Essentials Scheme**

### To be awarded a place on the proposed Framework Agreement successfully it will be essential for the Potential Providers 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: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

### 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

### 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 Small to Medium Enterprise’s (SME), including the Federation for Small Business, to be ‘light-touch' and achievable at low cost. The two 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.

### For the avoidance of doubt, no agreement will be signed with any awarded Supplier who does not demonstrate that the Cyber Essentials (also referred to as Level 1 in the Contract Notice) 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 Agent.

### Similarly, no Sub-Contractor may be used until it has demonstrated that it meets the Cyber Essentials requirements too. The Supplier and any Sub-Contractors will need to renew their evidence of Cyber Essentials compliance at least annually.

# CONTRACTING ARRANGEMENTS (Sub-contractORS AND GROUPS OF ECONOMIC OPERATORS)

## It is important that your Tender conveys a complete and accurate picture of how the Agent’s minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2), will be satisfied.

## The Agent is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.

## 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 Agent and therefore assume liability for performance of the Framework Agreement (the “**Potential Provider**”), subject to paragraph 6.6 below.

## With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8), no organisation other than the Potential Provider will be able to provide the Goods or Services through the Framework Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.

## **Sub-contracting proposals:**

### You need to complete question SQ2f in the Selection Questionnaire if you propose to use one or more Sub-Contractors.

### The Agent does not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to your ability to meet your obligations under the Framework Agreement (including under any Call-Off Contract). There is no need to specify Sub-Contractors supplying general Goods or Services to you (such as window cleaners etc.) that only indirectly enable you to perform the Framework Agreement. Please read the definition of Sub-Contractor in Paragraph 15.

### If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Goods or Services in accordance with the requirements of the question and the Framework Agreement you must inform the Agent in your Tender.

### Your 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 explaining the Sub-Contractor’s role, capability and experience as the context of the question requires.

## **Group of Economic Operator proposals:**

### If a Group of Economic Operators wish to act jointly to provide the Goods or Services they may do so with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Contract.

### Please note that, in accordance with Regulation 19 (6), the Agent 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 the Framework Agreement.

### The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to and complete the Tender on behalf of all the other members of the Group of Economic Operators.

### The Lead Contact should complete question SQ2d in the Selection Questionnaire 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.

### Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators’ ability to provide the Goods or Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Agent in its Tender.

### More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member’s role, capability and experience as the context of the question requires.

## **Queries**

### 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.

## **Changes to the contracting arrangements**

### The Agent recognises that arrangements in relation to Sub-Contracting 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-contracting or to the Group of Economic Operators. The Agent will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.

### 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 24 of the Framework Agreement (Attachment 4).

## **Declaration of Compliance**

### 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 7). You do this in the e-Sourcing Suite (Participation Requirements Questionnaire, Question PR3). If you do not answer Yes to this confirmation you will be excluded from this Procurement. This provides the 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 6).

# questions AND ClarificationS

## 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 in set out paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.

## 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.

## If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.

* 1. 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 at a time, with updates appearing at regular (approximately four working day) intervals.
  2. 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).

## If you wish to ask a question or seek clarification in confidence 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 or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers

## 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 could affect how you complete your Tender.

## The Agent reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

## The Authority welcomes your questions about the types of information to be disclosed on contract award, in accordance with paragraph 13 of the Terms of Participation.

# OVERVIEW OF THE EVALUATION PROCESS

## Paragraphs 8, 9 and 10 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 nevertheless decide to run concurrently;

### 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. Non-compliant Tenders may be excluded from this Procurement by the Agent.

### Selection Stage evaluation - The Agent will assess your responses to the Selection Questionnaire (Attachment 2 - Participation Requirements and Selection Questionnaire) in accordance with paragraph 10 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Agent.

### Award Stage evaluation - The Agent will assess your response to the Award Questionnaire (Attachment 3) in accordance with paragraph 11 below (“**Award Stage**”).

## **Consensus Marking Procedure**

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

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

#### independent evaluation; and

#### group consensus marking.

### 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.

### 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:

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

#### 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.

#### 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 attributed to each Potential Provider’s answer to the question.

#### 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.

#### The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

### 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.

# Compliance/vaildation stage

## 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 without proceeding to the next stage of evaluation.

## If you cannot answer ‘yes’ to the questions in the Participation Requirements Section (Attachment 2) PR1, PR2 and PR3 your Tender shall be excluded from further involvement in this procurement.

## If you cannot answer ‘yes’ to the questions in the Participation Requirements Section (Attachment 2) PR4, PR5 and PR6 your submission of a compliant Tender is at significant risk.

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

# selection stage evaluation

## The information submitted in your response to the Selection Questionnaire will enable 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 Agent reserves the right to exclude non-compliant Tenders from this Procurement.

## **Stage 1 - Selection Questionnaire section 5 – Economic and Financial Standing**

### The information you submit in Selection Questionnaire Sections SQ1 Potential Provider Information and SQ2 Bidding Model will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5a 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 10.2.

### 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 is 35 or more (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.

### If any of the following circumstances arise:

#### the score provided by Experian (where a standard UK score is available) is less than 35;

#### the score is less than the equivalent risk level above (where a standard international score is available); or

#### no standard Experian score is available for your organisation,

### 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):

#### a statement of your turnover profit and loss account and cash flow for the most recent year of trading;

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

#### an alternative means of demonstrating financial status.

### The Agent will use the information described in paragraph 10.2.4 in addition to a detailed Experian report (where available) to assess whether your organisation’s or your proposed Framework Guarantor’s financial risk is average or better. This will be performed using the Agent’s financial assessment template which can be found at Attachment 11 – Financial Assessment Template (for information only), which covers a range of financial risk indicators.

### If the Agent then determines (in accordance with paragraph 10.2.5) that the financial risk is determined as being ‘average or better’, then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.

### If the Agent determines (in accordance with paragraph 10.2.5 that the financial risk is determined as being ‘worse than average’, then the Agent may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Agent will undertake the steps at paragraphs 10.2.2 to 10.2.7 in respect of the proposed Framework Guarantor.

### Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable, or where the requested information at 10.2.4 has not been provided, then the Tender will be excluded from further involvement in this procurement.

### 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 a ‘worse than average’ risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Agent will undertake the steps at paragraphs 10.2.3 to 10.2.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains not acceptable, the Tender will be excluded from further involvement in this Procurement.

## **Stage 2 -Selection Questionnaire sections 3 and 4 – Grounds for Exclusion**

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

### 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 10.3.3, your Tender will be excluded from this Procurement.

### ‘Self Cleaning’ (Covering both mandatory and discretionary exclusion)

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

#### paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;

#### clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

#### taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

## **Stage 3 - Selection Questionnaire section 6 and 7**

### Responses to the questions in Section 6 will be assessed and awarded a ‘pass’ or a ‘fail’ based on the criteria set out in the Attachment 2 –Selection Questionnaire (Participation Requirements and Selection Questionnaire).

### Responses to questions in Section 7. SQ7.1, SQ7.2 and SQ7.3 will be assessed and awarded a ‘pass’ or a ‘fail’.

### If, following completion of the assessment of responses in Section 6 andSection 7 if any response to question is determined to constitute a ‘fail’, the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 11) and will be disqualified from further consideration for the purposes of this procurement.

## **Selection of Tenders for the Award Stage evaluation**

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

#### pass the compliance/validation checks at paragraph 9 above;

#### meet the economic and financial standing requirements at Stage 1 above;

#### meet the standards set out in Regulation 58 at Stage 2 above; and

#### achieve a 'Pass' to all the questions in Stage 3 above, will proceed to the Award Stage evaluation (as described in paragraph 11). All other Tenders will be excluded from this procurement.

## 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.

# AWARD STAGE EVALUATION

## 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 and evaluated in accordance with this paragraph 11.

## The Award Stage evaluation for all Lots will comprise of:

### an evaluation of Potential Provider’s answers to the Award Questionnaire (“**Quality Evaluation**”); and

### an evaluation of the prices tendered in response to the Price Information (“**Price Evaluation**”)

## The maximum possible score capable of being achieved by a Potential Provider for any Lot for which they have competed will be 100 (being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively i.e. 50 + 50).

### In this procurement, quality is weighted as 50% and price is weighted as 50%.

## Available scores summarised by Lot

|  |  |  |  |
| --- | --- | --- | --- |
| **LOT** | **QUALITY EVALUATION** | **PRICE EVALUATION** | **MAXIMUM POSSIBLE SCORE** |
| **Lot 1 - 77** | 50 | 50 | 100 |

## **Quality Evaluation Process**

### For each Lot in which you are submitting a Tender, you must provide responses to ALL questions in Sections A, B and C of the Award Questionnaire.

### For each Lot in which you are submitting a Tender, you must insert Lead Times to question AQC1 using Attachment 11 Supplier Pricing and Lead Time Template and uploading under question AQC1 within the eSourcing suite.

### The question in Section A, AQA1 of the award questionnaire is assessed on a PASS/ FAIL basis. If you receive a ‘FAIL’ for this question your Tender will be rejected and disqualified from further participation in this procurement.

### The evaluation of each of the scored questions in the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3 and AQB4) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.2.

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

|  |  |  |
| --- | --- | --- |
| **MARK** | **PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE** | |
| 0 | | 0% of the Maximum Mark Available for the question |
| 33 | | 33% of the Maximum Mark Available for the question |
| 66 | | 66% of the Maximum Mark Available for the question |
| 100 | | 100% of the Maximum Mark Available for the question |

### The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question.

### The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraphs 9. 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). The total weighted score is then multiplied by 50% (Quality).

### 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**”). See worked example in the tables below:

### **Example - Supplier A – Lots 1 to 77**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question Number** | **Subject** | **Maximum Available Score** | **Example Mark** | **Final Score** |
| AQB1 | Resourcing | 2.5 | 100 | 2.5 |
| AQB2 | Quality Assurance | 20 | 100 | 20.0 |
| AQB3 | Delivery | 5 | 66 | 3.3 |
| AQB4 | Complaints Handling and Resolution | 2.5 | 100 | 2.5 |
| AQC1a | Lead Times Lot 1 to 77 | 20 | 66 | 13.2 |
| **Total Mark** | | | | 41.5 |

### **Example- Supplier B – Lots 1 to 77**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question Number** | **Subject** | **Maximum Available Score** | **Example Mark** | **Final Score** |
| AQB1 | Resourcing | 2.5 | 66 | 1.65 |
| AQB2 | Quality Assurance | 20 | 33 | 6.6 |
| AQB3 | Delivery | 5 | 33 | 1.65 |
| AQB4 | Complaints Handling and Resolution | 2.5 | 100 | 2.5 |
| AQC1a | Lead Times Lots 1 to 77 | 20 | 33 | 6.6 |
| **Total Mark** | | | | 19.00 |

### Overview of Quality Evaluation (quality criteria and weighting)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | | **Marking Scheme** | **Score Available** |
| **SECTION A – MANDATORY QUESTIONS** | | | |
| AQA1 | Mandatory Requirements | Pass/Fail | N/A |
| **SECTION B – SCORED QUESTIONS ALL LOTS** | | | |
| AQB1 | Resourcing | 100/66/33/0 | 2.5 |
| AQB2 | Quality Assurance | 100/66/33/0 | 20 |
| AQB3 | Delivery | 100/66/33/0 | 5 |
| AQB4 | Complaints Handling and Resolution | 100/66/33/0 | 2.5 |
| **SECTION C - LEAD TIMES** | | | |
| AQC1a | Lead Times Lot 1 - 77 | Pass/Fail | N/A |
| AQC1b | Lead Times Lot 1 – 77 Evaluation and Marking Scheme | 100 - 0 | 20 |
| **SECTION D - PRICING** | | | |
| AQD1a | Pricing Lot 1 - 77 | Pass/Fail | N/A |
| AQD1b | Pricing Lot 1 - 77 Evaluation and Marking Scheme | 100 - 0 | 50 |
| AQD1c | Volume Discounts Lots 1 to 77 | NOT EVALUATED | N/A |

# Price Evaluation Process

## The Price Evaluation is weighted at 50%

## For each Lot in which you are submitting a Tender, you must insert prices to questions AQD1 (a) and AQD1 (b) using Attachment 11 Supplier Pricing and Lead Time Template and uploading under question AQD1 within the eSourcing suite.

## Prices submitted in response to questions AQD1 (a) and AQD1 (b) will be used for the Pricing evaluation for questions AQD1 (a) and AQD1(b) 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.

## If a Potential Provider fails to submit prices in response to questions AQD1 (a) and AQD1 (b) for any Lot for which it is Tendering, its Tender for that Lot may be rejected and disqualified from further participation in this Procurement.

## No zero bids will be accepted.

## All pricing should be in pound sterling (£GBP) to 2 decimal places.

## All pricing shall be exclusive of VAT.

## **Price Evaluation Methodology**

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

### 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.

### The requested volume discount is for information only and will not be evaluated. The volume discount provided will be applied throughout the lifetime of the Framework Agreement.

### If a price you have provided is abnormally low the Agent may reject your Tender.  The steps the Agent will take in this event are as follows:

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

1. the economics of the Goods or Services provided;
2. the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Goods or Services;
3. the originality of the Goods or Services;
4. your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
5. your compliance with the sub-contracting obligations referred to in Regulation 71;
6. the possibility of you obtaining state aid;

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

#### to subsequently verify with them the price being abnormally low.

### When the score has been determined it will multiplied by 50% (Price weighting) to calculate the overall score for the Price Evaluation (“**Price Score**”).

## **Final Score**

### The Quality Score awarded for a Lot will be added to the Price Score for the same Lot to determine the final score for each Potential Provider in the applicable Lot (“**Final Score**”).

Example

|  |  |  |  |
| --- | --- | --- | --- |
|  | Quality Score  Maximum Score 50 | Price Score  Maximum Score 50 | Final Score  Maximum Score 100 |
| POTENTIAL PROVIDER A | **41.50** | **20.25** | **61.75** |
| POTENTIAL PROVIDER B | **19.00** | **30.00** | **49.00** |

# FINAL DECISION TO Award

## Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Potential Providers who offer the most economically advantageous Tenders will be awarded a Framework Agreement.

## The maximum number of Potential Providers for each Lot may increase where two or more Potential Providers have tied scores and are placed in the last position in respect of each Lot. In such cases, Potential Providers who are tied with the same score in the last position for each Lot shall be deemed to be one supplier for the purpose of calculating the maximum number of Suppliers for each Lot. The Agent will award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position score only.

## The Agent will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.

## Following a Standstill Period of 10 days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).

## The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Agent (in this instance by electronic means) of the Agents notice of decision to conclude the Framework Agreement tendered via the Supplement to the Official Journal of the European Union (OJEU), during which the Agent must not conclude the Framework Agreement with the successful Potential Providers (s). It allows unsuccessful bidders 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.

## 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.

# COMPLAINTS

## Complaints during the procurement process are conducted under the Official Journal for the European Union (OJEU) in line with the Public Contracts Regulations (2015).

## Our processes are conducted in a fair, open and transparent manner. We are committed to developing constructive relationships with Potential Providers and are keen to generate maximum competition in all of our procurements to deliver best value and sustainable cost savings for the taxpayer.

## The outcome of the evaluation process is totally dependent on the competitive strength of the individual bid submissions, regardless of the bidder’s size or place on existing / previous arrangements.

## We are committed to treating all Potential Providers fairly and all feedback and complaints are given full and fair consideration. If at any stage we believe that a mistake has been made by us, please be assured that we will rectify it to the extent that we can legally do so.

## In order to complain you must first be registered on the eSourcing tool for the relevant procurement event. All complaints must be raised via the eSourcing tool messaging facility.

## If you are still unsatisfied at the outcome of a procurement competition and wish to challenge it, then you should issue legal proceedings under Part 3 chapter 6 (Applications to the Court) of the Public Contracts Regulations 2015 and serve them on the Government Legal Department in accordance with the Civil Procedure Rules Part 66 (Crown Proceedings) and its associated Practice Direction. Please note that service by email is subject to prior agreement with the Head of Litigation at the Government Legal Department Solicitor’s Department and is not routinely given.

# GLOSSARY

|  |  |
| --- | --- |
| Attachment | means a document made available to Potential Providers in relation to this Procurement via the e‑Sourcing Suite, |
| Agent | means the Crown Commercial Service acting on behalf of the Cabinet Office |
| Authority | means the Cabinet Office whose address is  Aviation House, 125 Kingsway, London, WC2B, 6NH |
| Award Questionnaire | means the award questionnaire a copy of which is provided at Attachment 3 and set out in the on line e‑Sourcing Suite; |
| Award Stage | means the part of the evaluation process described in paragraph 8.1.3; |
| Call-Off Contract | means a contract awarded by the Authority under the terms of the Framework Agreement a draft of which is at Attachment 4. The template call-off contract terms and conditions, to be used for every Call-Off Contract awarded under the terms of the Framework Agreement, are at Attachment 5; |
| Consensus Marking Procedure | means the evaluation procedure described in paragraph 8.2; |
| 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 12.9; |
| Framework Agreement | means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement; |
| Framework Guarantee | means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 of the Framework Agreement (Guarantee); |
| Framework Guarantor | means any person acceptable to the Authority to give a Framework Guarantee; |
| Framework Schedule | means a schedule to the Framework Agreement; |
| Goods or Services | means the Goods or Services that may be provided by Suppliers, as set out at Framework Schedule 2; |
| Group | means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006; |
| Group of Economic Operators | means a group of economic operators acting jointly and severally to provide the Goods or Services; |
| Invitation to Tender or ITT | meansthis invitation to tender document together with its Attachments, published by the Agent in relation to this Procurement; |
| Lead Contact | means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire) |
| Lot | means a discrete sub-division of the Goods or Services which are the subject of this Procurement as described in the OJEU Contract Notice; |
| Management Information or MI | means the management information specified in Framework Schedule 9; |
| Marking Scheme | means the range of marks that may be given to a Potential Provider by the Agent according to Attachment 2 - Selection Questionnaire and Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance; |
| Maximum Score Available | means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 11.5.8: |
| Occasion of Tax Non-Compliance | means:  (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:  1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;  2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the Disclosure of Tax Avoidance Schemes (DOTAS) or any equivalent or similar regime; and/or  (b) the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion. |
| OJEU Contract Notice | means the advertisement for this Procurement issued in the Official Journal of the European Union; |
| Potential Provider | has the meaning in paragraph 6.3; |
| 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 12.8.5; |
| Procurement | means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authority as described in the OJEU Contract Notice; |
| Public Contracts Directive | means Directive 2014/24/EU of the European Parliament and of the Council; |
| Quality Evaluation | means the qualitative evaluation of a Tender undertaken during the Award Stage; |
| Quality Score | means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 11.5.11; |
| Regulations | means the Public Contracts Regulations 2015 ([http://www.legislation.gov.uk/uksi/2015/102/contents/made](file:///C:\Users\sarah.mulligan\Desktop\Uploads\RM3771%20Medals\ITT%20Pack\www.legislation.gov.uk\uksi\2015\102\contents\made)  ) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time; |
| Selection Questionnaire | means the selection questionnaire set out in the e‑Sourcing Suite; |
| Selection Stage | has the meaning in paragraph 8.1.2; |
| Small Medium Enterprise or SME | means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/](file:///C:\Users\sarah.mulligan\Desktop\Uploads\RM3771%20Medals\ITT%20Pack\ec.europa.eu\enterprise\policies\sme\facts-figures-analysis\sme-definition\); |
| Standstill Period | has the meaning as set out in paragraph 13.5; |
| Sub-Contractor | means a third party which:   1. provides the Goods and/or Services (or any part of them); 2. provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or 3. is responsible for the management, direction or control of the Goods and/or Services (or any part of them);   pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract; |
| Supplier | means a Potential Provider with whom the Authority has concluded a Framework Agreement; |
| Tender | means the Potential Provider’s formal offer in response to the Invitation to Tender; |
| Tender Clarifications Deadline | means the time and date set out in paragraph 4.2 for the latest submission of clarification questions; |
| Tender Submission Deadline | means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and |
| 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. |