

INVITATION TO TENDER

FM ASSURANCE SERVICES (HELPDESK AND CAFM) FRAMEWORK AGREEMENT

REFERENCE NUMBER

RM3720

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority in this 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 an FM Assurance Services (Helpdesk and Computer Aided Facilities Management (CAFM)) function.
- 1.3 This Invitation to Tender (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 13.
- 1.4 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in Paragraph 7.
- 1.5 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 Authority. You must confirm in the online 'Key Participation Requirements' section that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.
- 1.6 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.
- 1.7 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.8 Potential Providers responses to the 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 at Attachment 10.
- 1.9 Potential Providers 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 carefully first.
- 1.10 The Authority is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to Framework Agreements (Regulation 33 of the Regulations).

2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

- 2.1 This Procurement will result in the award of the Framework Agreement to the single successful Potential Provider. Once the Framework Agreement has been executed the single successful Potential Provider will become the Supplier.
- 2.2 The Framework Agreement will enable Contracting Authorities to place orders with The Supplier for the Services via Call-Off Contracts.
- 2.3 This procurement is being tendered as a single lot as to subdivide the requirement further would not allow a fully integrated CAFM system and Helpdesk service.
- 2.4 It is intended that the FM Assurance Services Framework RM3720, shall work with the FM Services Framework RM1506 as described in paragraph 1 of Schedule 2 Services and Key Performance Indicators.
- 2.5 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.
- 2.6 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 Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.7 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 Services.
- 2.8 The Authority will manage the overall performance of the Framework Agreement by the Supplier and collect Management Information and any Management Charges payable by the Supplier.
- 2.9 Contracting Authorities
- 2.9.1 The Framework Agreement will be available for use by Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice.
- 2.9.2 Any of the relevant Contracting Authorities may purchase the Services from any Supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on the Supplier or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.10 The ordering process and further evaluation criteria
- 2.10.1 Contracting Authorities may award Call-Off Contracts for any of the Services. The procedures that Contracting Authorities use are set out in Framework Schedule 5 (Call-Off Procedure) at Attachment 4.
- 2.10.2 All Call-Off Contracts awarded by Contracting Authorities 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.
- 2.10.3 The Contracting Authorities will manage the Supplier's day to day performance of the Call-Off Contract it has entered with the Supplier.

3. REQUIREMENTS

- 3.1 A detailed description of the Services that a Supplier will be required to supply is set out at Framework Schedule 2 and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>.
- 3.2 Details of the estimated value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.
- 3.3 A list of Contracting Authorities who have expressed an interest in using the Framework Agreement is set out below:
 - 3.3.1 Home Office;
 - 3.3.2 Ministry of Justice (MoJ);

4. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
10 th June 2015	Despatch of the OJEU Contract Notice
10 th June 2015	Release of the ITT to all Potential Providers
11 th June 2015	Clarification period starts
17:00 BST 19 th June 2015	Clarification period closes (" Tender Clarifications Deadline ")
17:00 BST 23 rd June 2015	Deadline for the publication of responses to Tender Clarification questions
15:00 BST 30 th June 2015	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
29 th July 2015	System Demonstration Day
10 th Aug 2015	Intention to award notification issued to successful and unsuccessful Potential Providers.
11 th Aug – 20 th August 2015	10 day Standstill Period (in accordance with Regulation 32)
21 st August 2015	Planned date for appointment of the Supplier to Framework(s)
21 st August 2015	Expected commencement date for Framework Agreement.

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a Tender which fully complies with the instructions in this ITT and its Attachments.
- 5.2 Potential Providers are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
- 5.3 Remember:
 - 5.3.1 It is Potential Providers responsibility to ensure that you submit a fully compliant Tender.
 - 5.3.2 Potential Providers must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
 - 5.3.3 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.
 - 5.3.4 Allow plenty of time for the entering of responses into the e-Sourcing Suite. Potential Providers are reminded to not leave it until the day of the Tender Submission Deadline.
- 5.4 For technical guidance on how to complete questions and how to upload any requested attachments please see Guidance on How to Use the eSourcing Suite (Attachment 10).
- 5.5 Verification of Information Provided
 - 5.5.1 Whilst reserving the right to request information at any time throughout the Procurement process, the Authority may require the Potential Provider to self-certify that there are no mandatory/discretionary grounds for excluding their organisation.
 - 5.5.2 When requesting evidence that the Potential Provider can meet the specified requirements (such as the questions in section 6 of Attachment 2 Selection Questionnaire relating to Technical and Professional Ability) the Authority will only verify such evidence after the final Tender evaluation decision i.e. from the winning Supplier(s) only.
- 5.6 Additional Materials, Documents and Attachments
 - 5.6.1 Potential Providers must adhere to the following instructions;
 - 5.6.1.1 Potential Providers additional attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.6.1.2 Any additional documents requested by the Authority must only be attached at the Question Level (not at Questionnaire Level and not at RFX Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested. Attachment 10 provides an explanation of these terms.
- 5.7 Data Entry
 - 5.7.1 A fully compliant Tender must adhere to the following instructions;
 - 5.7.1.1 All responses must be inserted into the relevant field within the Cost Model Attachment 8 unless an Attachment is additionally permitted. Only information entered into the relevant field or information provided as an Attachment supplied in accordance with the Authority's

instructions will be taken into consideration for the purposes of evaluating a Tender.

- 5.7.1.2 The Tender must be submitted in the English (UK) language.
- 5.7.1.3 Potential Providers must answer all questions accurately and as fully as possible, within the character limits specified.
- 5.7.1.4 Where options are offered as a response to a question, Potential Providers must select the relevant option from the drop down list.
- 5.7.1.5 Potential Providers must not answer questions by cross-referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
- 5.7.1.6 Potential Providers are advised that it is not possible to exceed the specified character limit. The stated character limit includes spaces and punctuation.

5.8 Deadline for the submission of Tenders

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

5.9 Late Tenders:

Tenders received after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.

5.10 Uploading and submitting a Tender

- 5.10.1 Potential Providers are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.10.2 All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.10.3 Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Attachment 10 for details of how to formally submit the Tender.
- 5.10.4 Potential Providers may modify and resubmit their 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. Potential Providers cannot modify their Tender after the Tender Submission Deadline.
- 5.10.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.10.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

5.11 Specific Losses

- 5.11.1 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this Procurement,

including if the Procurement process is amended, cancelled or withdrawn by the Authority.

5.12 Confidentiality

- 5.12.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a Tender to other Potential Providers.
- 5.12.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).
- 5.12.3 Customer contacts named in the Selection Questionnaire do not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 5.12.4 The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Contracting Authorities.

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

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2), will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.
- 6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the "**Potential Provider**"), subject to paragraph 6.6 below.
- 6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8) no organisation other than the Potential Provider will be able to provide Services through the Framework Agreement, whether, for example, a Group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of Group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.5 **Sub-contracting proposals:**
 - 6.5.1 Potential Providers need to complete question SQ1.2 (b)(i) - (ii) in the Selection Questionnaire if you propose to use one or more Sub-Contractors.
 - 6.5.2 The Authority does not require all sub-contractors to be disclosed. Potential Providers 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 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 13.

6.5.3 If Potential Providers 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 Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.

6.5.4 A Potential Providers 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.

6.6 **Group of Economic Operator proposals:**

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

6.6.2 Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of the Framework Agreement.

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

6.6.4 The Lead Contact should complete question SQ1.2(a)(i)-(iv) 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.

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

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

6.7 **Queries**

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

6.8 **Changes to the contracting arrangements**

6.8.1 The Authority 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 Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.

- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to 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).

6.9 Declaration of Compliance

- 6.9.1 The Authority 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 online 'Key Participation Requirements' section. If you do not answer Yes to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in relation to the 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).

7. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable in set out paragraph 4. Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by you in the “Attachments” section of the on line e-Sourcing Suite.
- 7.3 If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.
- 7.4 Questions asked and or clarifications raised may be responded to in batches, rather than one at a time with updates appearing at regular intervals. The Authority will endeavour to publish responses to all questions asked and or clarifications raised that are outstanding at the end of the clarification period, within four days following the Tender Clarifications Deadline.
- 7.5 If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 7.6 Potential Providers are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.
- 7.7 The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

8. OVERVIEW OF THE EVALUATION PROCESS

8.1 Paragraphs 8 and 9 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

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

8.1.2 Selection - The Authority will assess your responses to the Selection Questionnaire (Attachment 2) in accordance with paragraph 9 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.

8.1.3 Award - The Authority will assess your response to the Award Questionnaire (Attachment 3) in accordance with paragraph 10 below (“**Award Stage**”).

8.2 Tenders that do not meet the selection criteria at the Selection Stage will be disqualified from further consideration in this Procurement and will not be evaluated at the Award Stage.

8.3 Consensus Marking Procedure

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

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

8.3.2.1 independent evaluation; and

8.3.2.2 Group Consensus Marking.

8.3.3 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.

8.3.4 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:

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

8.3.4.2 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.

8.3.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes

at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should attributed to each Potential Provider's answer to the question.

- 8.3.4.4 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.
- 8.3.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

9. SELECTION STAGE EVALUATION

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

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

9.2.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in Section 2 of the Selection Questionnaire (Attachment 2) then, subject to paragraph 9.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

9.2.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to sections 3 and 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 9.2.3, that your Tender will be excluded from this Procurement.

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

9.2.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority could decide that that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:

- (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

9.3 Stage 2 – Selection Questionnaire section 5 – Economic and Financial Standing

9.3.1 The information you submit in the Selection Questionnaire in response to sections SQ1.1 Potential Provider Information and SQ1.2 Bidding Model will be used to carry out an assessment of your economic and financial standing. If in response to question SQ5.3a or SQ5.3b, you indicate that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 9.3.

9.3.2 The Authority will use a credit reference agency (Experian) to request a detailed financial risk report based on the information provided in response to the Selection Questionnaire.

- 9.3.3 In addition, the Authority will also ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of following in respect of your organisation or proposed Framework Guarantor (as the case may be):
- 9.3.3.1 a statement of your turnover profit and loss account and cash flow for the most recent year of trading;
 - 9.3.3.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 9.3.3.3 an alternative means of demonstrating financial status if trading for less than a year.
- 9.3.4 The Contracting Authority will use the information described in paragraph 9.3.3 in addition to the detailed Experian report (where available) described at 9.3.2 to assess whether your organisation's or your guarantor's financial risk is average or better. This will be performed using the Contracting Authority's financial assessment template a copy for information only can be found at Attachment 15 – Financial Assessment Template which covers a range of financial risk indicators, similar to those used by credit reference agencies
- 9.3.5 If the Contracting Authority then determines (in accordance with paragraph 9.3.4) that the financial risk is determined as being average or better, you will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Selection Stage evaluation process
- 9.3.6 If the Contracting Authority determines (in accordance with paragraph 9.3.4) that the financial risk is determined as being above (i.e. worse than) average, then (subject to 9.3.7 below) the Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.
- 9.3.7 If the Contracting Authority carries out a financial risk assessment on your organisation and its financial risk is determined as being above (i.e. worse than) average and you did not indicate that a guarantee will be provided, the Contracting Authority may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor the Contracting Authority will undertake the steps at paragraphs 9.3.2 to 9.3.6 above in respect of the guarantor; please note that the Contracting Authority will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'
- 9.3.8 If you are bidding as 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 member of the Group of Economic Operators fails this assessment then the entire Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.
- 9.3.9 Where the Potential Provider has relied on a guarantor to pass the financial standing requirements as set out in this paragraph 9.3, the Authority may require the Potential Provider's agreement to provide a deed of guarantee executed by the guarantor in the event that the Potential Provider is awarded a Framework Agreement

9.4 Stage 3 - Selection Questionnaire

- 9.4.1 Evaluators will assess responses to the questions and award a 'pass' or a 'fail' based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2.

- 9.4.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
 - 9.4.3 If, following completion of the Consensus Marking Procedure any response to a question is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 10) and will be excluded from further consideration for the purposes of this Procurement.
- 9.5 Selection of Tenders for the Award Stage evaluation
- 9.5.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
 - 9.5.1.1 pass the compliance checks stated in paragraph 8.1.1;
 - 9.5.1.2 are not excluded under the provisions of Stage 1 above;
 - 9.5.1.3 meet the economic and financial standing requirements at Stage 2 above;
 - 9.5.1.4 achieve a 'Pass' to all the questions in Stage 3 above,
will proceed to the Award Stage evaluation (as described in paragraph 10). All other Tenders will be excluded from this Procurement.
- 9.6 Potential Providers who fail the Selection Stage evaluation or fail on grounds of non-compliance will be notified accordingly.

10. AWARD STAGE EVALUATION

10.1 Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 10.

10.2 The Award Stage evaluation will comprise of:

10.2.1 an evaluation of Potential Provider's answers to the Award Questionnaire ("**Quality Evaluation**"); and

10.2.2 an evaluation of the prices tendered in response to the Price Information ("**Price Evaluation**") "

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

10.4 Quality Evaluation Process

10.4.1 The Quality Evaluation is weighted at 60%.

10.4.2 The questions in Section A of the Award Questionnaire are assessed on a PASS/FAIL basis. If you receive a 'FAIL' for any of these questions your Tender will be rejected and disqualified from further participation in this procurement.

10.4.3 The evaluation of each of the scored questions in Section B of the Award Questionnaire (i.e. questions AQB1, AQB2, AQB3, AQB4, and AQB5) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 8.3

10.4.4 The questions set out in Section C of the Award Questionnaire are for *information only* and will not be scored or evaluated. However, the information is required should you be successful in this Procurement process. Therefore Potential Providers are required to complete all questions in this Section.

10.4.5 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]
25	25% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question]
66	66% of the Maximum Mark Available for the question
75	75% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question]

10.4.1 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.

10.4.2 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 table below:

Award Question Number	Subject	Question Sub-Weighting	Mark	Weighted Score
AQB1	Staff Recruitment Retention and Training	20%	75	15
AQB2	Continuous Improvement	15%	100	15
AQB3	Risk Management	15%	75	11.25
AQB4	FM Services Assurance	25%	50	12.5
AQB5	CAFM System Integration and Management	25%	100	25
Total of sub-weighted scores – TOTAL SUB WEIGHTED SCORE				78.75
Total weighted score multiplied by 60% Quality				47.25
Quality Score				47.25

10.4.3 To proceed to the next stage of the evaluation, Potential Providers must achieve a ‘PASS’ for all mandatory questions in Section A and achieve or exceed the Minimum Quality Threshold of a “Total Sub-Weighted Score” of 58.35 Potential Providers who ‘FAIL’ any questions in Section A or receive a “Total Sub-Weighted Score” of less than 58.35 will be deemed as having failed in this procurement and the Tender will be rejected and disqualified from further participation in this Procurement.

10.4.4 Potential Providers who score 0 (zero) in any of the questions in Section B will be deemed as having failed in this procurement and the Tender will be rejected and disqualified from further participation in this Procurement.

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

Award Question Number	QUALITY CRITERIA	PASS/FAIL
Section A	Mandatory Questions	
AQA1	MANDATORY REQUIREMENTS	<i>Pass/Fail</i>

Section B	Approach to Delivering the Requirements	WEIGHTED SCORE
AQB1	STAFF RECRUITMENT AND TRAINING	20%
AQB2	CONTINUOUS IMPROVEMENT	15%
AQB3	RISK MANAGEMENT	15%
AQB4	FM SERVICES ASSURANCE	25%
AQB5	CAFM SYSTEM INTERGRATION AND MANAGEMENT	25%
Section C	Technical Information	INFORMATION ONLY
AQC1	CAFM SYSTEM INTEGRATION	<i>For information only</i>
AQC2	MIDDLEWARE INFORMATION	<i>For information only</i>
AQC3	HOSTING INFORMATION	<i>For information only</i>

10.5 Price Evaluation Process

10.5.1 The Price Evaluation is weighted at 40%.

10.5.2 Prices submitted by the Potential Provider in Attachment 8 Cost Model will be recorded and evaluated in accordance with the following process.

10.5.3 Information for the purpose of pricing the required Services and how the Potential Provider inputs its prices can be found within:

10.5.3.1 Attachment 8 - Cost Model

10.5.3.2 Attachment 9 – Guidance on Completing Attachment 8 - Cost Model

10.5.4 Attachment 8 – Cost Model requires Potential Providers to submit a price within each yellow and/or orange cell of the appropriate tab, in the format requested. **A failure to provide a price in the format requested is likely to result in the Tender being deemed non-complaint and disqualified from further participation in the Procurement.**

10.5.5 The Cost Model includes a tab (tab 2), with the CAFM and Helpdesk datapack which has been generated by the Authority for the purpose of providing information and data required for pricing of the Services within the Cost Model.

10.5.6 The Potential Provider must ensure that the prices within the Cost Model are sustainable in relation to the required Services throughout the lifetime of the Framework Agreement and Call-Off Contract(s).

10.5.7 Attachment 9 - Guidance for Completing Attachment 8 - Cost Model has been created to provide Potential Providers with information that should be reviewed before entering prices into Attachment 8 – Cost Model.

10.5.8 The Authority will evaluate the Total Contract Cost detailed in table 1F of the Cost Model summary tab 1. Each price tendered per Total Contract Cost will be compared against all other prices submitted by other Potential Providers for the same cost component.

10.5.9 Every Potential Provider who submits a price will be ranked from lowest to highest price and will be awarded a percentage score pro rata in relation to the lowest price submitted in relation to the Total Contract Cost.

10.5.9.1 The calculation used to determine the score is as follows:

$$\text{Score} = \frac{\text{Lowest Total Contract Cost}}{\text{Total Contract Cost}} \times 100$$

10.5.10 Worked example

10.5.10.1 The table below provides a worked example of how a Potential Provider's Price Score is calculated. Please note that the example is purely for illustrative purposes and prices contained within the example shall in no way represent market prices or prices expected to be received during the Tender for this Framework Agreement:

Name	Total Aggregated Cost	Score	Price Score (score x price weighting of 40%)
Potential Provider A	£2,560.00	85.95	34.38
Potential Provider B	£2,895.45	75.99	30.40
Potential Provider C	£3,050.20	72.14	28.86
Potential Provider D	£2,200.35	100	40

10.5.10.2 The "**Price Score**" is determined by multiplying the "score" by the overall price weighting of 40%.

10.5.10.3 The Potential Provider who offers the lowest Total Contract Cost will achieve the highest Price Score.

10.6 Price Evaluation methodology

10.6.1 Once all the required fields within Attachment 8- Cost Model have been completed, the Total Contract Cost will be generated in Table 1F (summary tab 1.)

10.6.2 The figure provided for the Total Contract Cost in Table 1F will be used for the Price Evaluation.

10.6.3 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.

10.6.4 When the overall score for each Potential Providers pricing has been determined by the Price Evaluation this will become the Price Score.

10.7 Abnormally Low Tenders

10.7.1 As part of the Price Evaluation process, if the Authority believes that a pricing scenario is abnormally low it will conduct a further analysis of the offer in accordance with Regulation 69.

10.8 Final Score

- 10.8.1 The Quality Score will be added to the Price Score to determine the Final Score for each Potential Provider (“**Final Score**”).
- 10.8.2 Rounding takes place up to 2 decimal places. The Authority will not apply any other rounding. All results will be ranked by the highest score.
- 10.8.3 The top three (3) ranked Potential Providers based on their Final Score will be invited to attend a system demonstration event to verify the Service requirements in a live environment.
- 10.8.4 Potential Providers who do not rank within the Top 3 based on their Final Score will not be invited to attend the system demonstration event and will be excluded from the competition.
- 10.8.5 In the event that the Potential Provider ranked as fourth falls within 1% (one percent) of the lowest qualifying Final Score (i.e. of the 3rd (third) ranked Final Score) they will also be invited to attend the system demonstration event. Any Potential Provider who scores more than 1% (one percent) difference of the lowest qualifying Final Score will not be invited to attend the system demonstration event. Therefore if the provider ranked as fourth is more than 1% (one percent) away from the third ranked score they will not be invited to the system demonstration event and will be excluded from the competition.

10.9 **System Demonstration**

- 10.9.1 The system demonstration process will verify in a live environment that the technical requirements defined in Framework Agreement Schedule 2: Services and Key Performance Indicators can be delivered by Potential Providers.
- 10.9.2 The Potential Providers who are invited to the system demonstration event will be required to provide a live demonstration of their CAFM system to demonstrate a range of the service requirements of Framework Agreement Schedule 2: Services and Key Performance Indicators. Refer to Attachment 11 FM Assurance System Demonstration Document for further details.
- 10.9.3 The system demonstration event will be a validation event of the Potential Providers CAFM System, for further information on the requirements to be verified as part of the online demonstration refer to Attachment 11 FM Assurance System Demonstration Document. The Potential Providers will be ranked prior to the event based on the evaluation process and who offers the most economically advantageous Tender as explained above at paragraph 10.8.
- 10.9.4 The system demonstration event will therefore be a validation exercise i.e. if the top ranking Potential Provider passes the demonstration event they will be awarded the Framework Agreement. If the top ranked Potential Provider fails to meet the requirements of the system demonstration event then they will be excluded from the competition and the same process will be applied to the next ranked Potential Provider and so on.

11. FINAL DECISION TO AWARD

- 11.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider who offers the most economically advantageous Tender will be awarded a Framework Agreement.
- 11.2 The most economically advantageous Tender will be the Potential Provider scoring the highest ranking Final Score.
- 11.3 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 11.4 Should the Potential Provider decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 11.5 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.
- 11.6 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful 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.
- 11.7 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.

12. TUPE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 12.1 Currently one incumbent provider is providing Assurance Services (CAFM) under a contract awarded in July 2008. The contract is currently due to expire in March 2016. At the time the contract was entered into, the services were provided to the Home Office estate of buildings together with the buildings occupied by the Probation Service. Since then the Probation Service estate has transferred out of the Home Office and is now under the control of the MoJ. There has however been no change to the method by which the services are being provided and the incumbent provider has continued to provide the services to both sets of estates as one 'client'. It is anticipated (although this is not a commitment to do so) that any future contract for CAFM (if there were to be one for the same estates) under this Framework would be entered into separately by the individual clients.
- 12.2 In respect of any Call-Off Contract for the Home Office (and/or the MoJ), the Authority considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") **may apply** to any Call-Off Contract awarded under this Framework Agreement. The services provided by the incumbent provider are considered to be fundamentally the same as those which would be available under this Framework. Where any other Contracting Authority chooses to use this Framework consideration will need to be given to whether there are arrangements in place for fundamentally the same services to be delivered which could lead to a TUPE transfer.

- 12.3 Any decision on whether or not TUPE does apply will need to be considered at Call Off Contract Stage.
- 12.4 The extent to which TUPE will apply is to be agreed by the out- going and in-coming Service Providers, while the approach to Contracting Authority liability and duration of any indemnity is set out within Call-Off Contract Schedule 12- Staff Transfer.
- 12.5 It is the responsibility of Potential Providers to seek their own advice and consider whether TUPE is likely to apply in the particular circumstances of the contract and to act accordingly. The Potential Provider is then encouraged to carry out its own due diligence exercise.
- 12.6 Based on the assumption that TUPE may apply in respect of the Call Off Contract with the incumbent provider the Authority has acquired information relating to the employees of the incumbent provider. The Authority has gathered this for information purposes **only** and the Authority makes no representation or gives any warranties that the information is complete or accurate, nor does the Authority indicate the effort that will be required to deliver the Service. The information provided is information supplied by the incumbent provider and reflects the staffing position at present. The Authority is unable to provide any assurance or comments on what the staffing position will be when the contract comes to an end. Potential Providers will be required to undertake their own due diligence at Call-Off stage.
- 12.7 All TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of Tenders and the administration of any contract arising from this Tender.
- 12.8 To receive the TUPE information you are required to complete the Non-Disclosure Agreement – Attachment 12 and return via the eSourcing Suite messaging service. On receiving the completed Non-Disclosure Agreement, the Authority will then send the TUPE information to you via the eSourcing suite.
- 12.9 On the basis that TUPE may apply Potential Providers are required to provide two sets of pricing: one on the basis that there is no TUPE transfer at the commencement of a Call-Off Contract and one set to confirm the prices which would be applicable in the event of any TUPE transfer at commencement of the Call-Off Contract
- 12.10 Potential Providers are asked to create staff roles for labour rates in accordance with information provided in the TUPE template which can be used as an indication of the staff roles which may be required to deliver the Services.
- 12.11 Potential Providers' shall provide pricing in the Cost Model (Attachment 8) for both non – TUPE prices (where pricing shall **NOT** include any of costs associated with the TUPE transfer of these employees) and TUPE prices (where pricing shall include **ALL** costs associated with the TUPE transfer of these employees).
- 12.12 TUPE prices shall be the final maximum price for all TUPE liability for this Service, so Potential Providers must ensure that they have included all potential costs associated with the TUPE transfer of these employees. Potential Providers shall note that other than the indemnities set out within Call-Off Contract Schedule 12- Staff Transfer, no further indemnities will be given (by either the Authority or any Contracting Authority) in the event of any TUPE transfer at Call-Off Contract stage
- 12.13 Both TUPE and non –TUPE tender prices, will become Framework Agreement maximum prices. Therefore, should TUPE apply, Contracting Authorities shall Call Off the TUPE and likewise, should TUPE not apply, Contracting Authorities shall Call Off the non- TUPE pricing.

- 12.14 Where there is a TUPE transfer and TUPE prices are to apply, the Contracting Authority and Potential Provider will discuss the prices which would be applicable in the circumstances subject always to the Framework TUPE prices being the maximum prices
- 12.15 Pricing will be evaluated on non-TUPE pricing only.
- 12.16 TUPE pricing within the Call Contracts are subject to annual review, where the current costs of TUPE transfer are to be evidenced and agreed with the Contracting Authority, in accordance with the Call Off Charges paragraph within Framework Agreement Schedule 3 Pricing.

13. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means the Minister for the Cabinet Office (“ Cabinet Office ”) represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP.
Award Questionnaire	means the Award Questionnaire a copy of which is provided at Attachment 3 and set out in the e-Sourcing Suite.
Award Stage	means the part of the evaluation process described in paragraph [10];
Business Impact Level	means a set of numbers used to guide discussions about risk in government projects. Specifically they are numbers between 0 and 6 for each of the 3 main concepts mentioned above, and measure: confidentiality – the potential consequences of information being seen by those who should not see it integrity – the potential consequences of having the accuracy or completeness of information compromised availability – the potential consequences of information becoming inaccessible More details about identifying these numbers can be found in this extract from HMG IA Standard No. 1
CAFM System	means the system to support Facilities Management by information technology
Call-Off Contract	means a contract awarded by a Contracting Authority under the terms of the Framework Agreement a draft of which is at Attachment 5. 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 8.3;
Contracting Authority	means the Authority and/or any other Contracting Authorities described in the OJEU Contract Notice;
Cyber Essentials	<p>The Cyber Essentials scheme has been developed by government and industry to provide a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats.</p> <p>The Cyber Essentials badge allows your company to advertise the fact that it adheres to a government endorsed standard.</p> <p>There are two levels of badge. One is the Cyber Essentials badge which requires the organisation to complete a self assessment questionnaire, with responses independently reviewed by an external certifying body. Second is detailed below</p>
Cyber Essentials Plus	The Cyber Essentials Plus is the second badge that organisations can apply for and tests of the systems are carried out by an external certifying body using a range of tools and techniques.
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 10.8.1
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;
Guarantor	means a person acceptable to the Authority to give a guarantee; as per Framework Agreement paragraph 8;
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;
Group of Economic Operators	means a Group of economic operators acting jointly and severally to provide the Services;
Helpdesk Service	Means a service that provides information and help to Service Users.

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;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 0.5 per cent of all charges for the Services invoiced to Contracting Authorities (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call-Off Contract;
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 2 – Selection Questionnaire Guidance, Evaluation and Marking Scheme, and Attachment 3 – Award Questionnaire Guidance, Evaluation and Marking Scheme;
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 [10.4.5]
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 1.2;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	Has the meaning given to it in paragraph 10.5.10;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authorities as described in the OJEU Contract Notice;
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 0.5.6;
Regulations	means the Public Contracts Regulations 2015 [and the Public Contracts (Scotland) Regulations 2006];
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 9
Services	means the Services that may be provided by the Supplier, as set out at Framework Schedule 2;
Standstill Period	has the meaning as set out in paragraph 11.6

Subcontractor	means the third party from the list of sub-contractors in Framework Schedule 7 (Key Sub-Contractors) or any third party engaged by the Supplier from time to time under a Sub-Contract permitted pursuant to this Framework Agreement;
Supplier	Means the Potential Provider with whom the Authority has concluded a Framework Agreement;
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, Suppliers and consultants used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts
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 [4.3] for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph [4.3] for the latest uploading of Tenders; and