

# Invitation to Tender

for

## Provision of Carbon and Energy Infrastructure Upgrade Services

### National Framework

**Project Ref: F/023/CEF/17/IB**

#### **Tender Process:**

Schedule I Open Tender Services	<input checked="" type="checkbox"/>	Schedule I Open Tender Goods	<input type="checkbox"/>
Schedule I Restricted Tender Services	<input type="checkbox"/>	Schedule I Restricted Tender Goods	<input type="checkbox"/>

**CLOSING DATE FOR RETURNS: 9 February 2018 at 14:00 GMT**

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## 1. BACKGROUND TO THIS FRAMEWORK

This document uses a number of defined terms or acronyms, each of which is given in bold text within brackets after the first use of the text forming the definition. These definitions and acronyms are then capitalised when used again within the document. For ease of reference only, a glossary of these defined terms and acronyms is set out in Appendix 1 to this document which should be considered when reading the remainder of this document.

The UK public sector is facing a period of intense financial pressure to reduce costs. Authorities are looking towards outsourcing to help reduce their cost base and increase efficiency. Whilst other frameworks exist for energy infrastructure upgrades, the Carbon and Energy Fund model is designed to be best for complex schemes underwritten by guaranteed savings and performance.

COCH, through its appointed service provider, CEF, seeks to introduce a new Framework with experienced service providers who can provide energy and energy management facilities (generated electricity, steam, heating and chilling) and provide services (mainly operation, maintenance and life-cycling – for a full description please refer to the OJEU contract notice) for public bodies in the UK under a standard performance contract to public sector bodies in the UK that are or become members of the CEF.

A Voluntary Ex Ante Transparency notice (OJEU reference 2017/S 190-390044) was published in the Official Journal of the European Union in relation to the collaboration between CEF and COCH for the purposes of this proposed Framework.

This Framework seeks to build upon the success of previous and existing Frameworks which have been and are run (and will continue to be run) by CEF and which cover the whole of the public sector in the UK and the Republic of Ireland.

The proposed Framework is designed to work in parallel with the Salisbury NHS Foundation Trust Dynamic Purchasing System (OJEU ref 2016/S 156 283825) which is itself being amended to work with a wider range of technologies that can supplement Framework bids.

The Framework is structured insofar as this is possible to encourage smaller businesses to participate and as such the procurement process has been simplified to encourage greater participation. Forming this Framework will greatly reduce the ongoing administrative burden of repeating multiple procurement processes for the services described within this ITT. This framework will therefore support public procurement and private enterprise through its efficiency.

COCH anticipates that all Bidders (who have met the minimum requirements set out in this Invitation to Tender) whose combined score meets or exceeds 50% will be awarded a place on the proposed Framework.

## 2. BACKGROUND TO COCH COMMERCIAL PROCUREMENT SERVICE.

COCH is comprised of a 600 bed acute general hospital located on the outskirts of the City of Chester, an 86 bed community based hospital located in Ellesmere Port, a number of West Cheshire community based health clinics and a shared service microbiology laboratory in Wirral.

COCH also hosts a commercial procurement service which not only undertakes its own commercial activity but seeks to act to the wider public sector to promote and develop smaller innovative businesses and ideas. Further information can be obtained from the website [www.coch-cps.co.uk](http://www.coch-cps.co.uk).

COCH will support CEF in the administration of the mini-competition process and provide any on-going procurement advice and support to both Contracting Authorities and CEF.

### **3. BACKGROUND TO THE CARBON AND ENERGY FUND LTD**

CEF started as an NHS initiative to make it easier for NHS Trusts to implement energy infrastructure upgrades, repaid through guaranteed savings. The remit has (with input from the Department of Health, relevant Academic Health Science Networks and the Cabinet Office in the UK) been expanded to support the entire public sector, by way of membership.

CEF currently hosts a similar procurement framework covering the public sector in the United Kingdom in collaboration with COCH (COCH reference F/023/CEF/15/RB) which will remain in effect solely to conclude projects already commenced prior to this framework being established.

CEF also currently hosts a similar procurement framework covering the public sector in the Republic of Ireland in collaboration with COCH.

CEF will administer this Framework on behalf of COCH, provide guidance to Contracting Authorities calling off under this Framework and issue draft contracts for consideration between Contracting Authorities and the successful Supplier. In the first instance CEF will offer first line performance measurement and mediation of any dispute between the Contracting Authority and successful Suppliers.

CEF has been managing projects since July 2011 and with more than 60 projects over three frameworks in the UK. This document is part of continuing a framework for the UK public sector with a target of delivering approximately a further £100m of energy infrastructure upgrade projects repaid by guaranteed savings.

This Framework is a managed framework, overseen by a board of trustees (made up of a majority of public sector representatives), and the CEF trains and develops both its own capability and also that of bidders and advisers, with the intention of increasing the project throughput, and thereby lessening the fossil fuel footprint of the health service and the wider public sector.

### **4. BACKGROUND TO THE PUBLIC SECTOR AND NHS**

The public sector in the UK is comprised of many organisations. These include: ministries or departments of central government such as the Cabinet Office, Department of Health (including the NHS) and Ministry of Justice, local authorities, such as councils and social services, wider public bodies such as fire and rescue services, police authority services, educational authorities, universities and public broadcasting and utilities agents, such as water authorities. UK public sector procurement bodies must comply with the Procurement Regulations, as derived from European Union (EU) treaty principles. These mandate a regulated contract and tender procedure for opportunities above a certain financial threshold, which varies depending on the type of organisation and type of procurement being undertaken.

The NHS in the UK is representative of over 400 health organisations including hospital trusts, mental health trusts, ambulance trusts, foundation trusts, clinical commissioning groups, commercial support units and community health trusts. The landscape is one of constant evolution and change.

COCH wishes to establish a Framework for use by the following UK public sector bodies (and any future successors to these organisations):

Eligible users of the proposed Framework will be any or all public sector facilities in England, Wales, Scotland or Northern Ireland from any or all parts of the public sector including, any contracting

authorities as defined in Regulation 2(1) of the Procurement Regulations including all explanatory notes thereto that has entered into a membership agreement with CEF (and any future successors to these organisations). Such eligible users shall include:

- Central government departments, local government and public corporations that can be accessed at the public sector classification guide: (available through <https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide>)
- Local authorities (England and Wales) a list of which can be accessed at (<https://www.local.gov.uk/our-support/guidance-and-resources/communications-support/digital-councils/social-media/go-further/a-z-councils-online>)
- Ubico Ltd (Company no 7824292)
- Government departments, agencies and public bodies (a list of which can be accessed at <https://www.gov.uk/government/organisations>)
- National Parks Authorities (a list of which can be accessed at <http://www.nationalparks.gov.uk/aboutus>)
- Educational establishments in England and Wales, maintained by the Department for Children, Schools and Families including schools, universities and colleges but not independent schools (a list of which can be accessed at <https://get-information-schools.service.gov.uk/Establishments/Search?SelectedTab=Establishments&SearchType=EstablishmentAll&OpenOnly=true&TextSearchModel.AutoSuggestValue=&f=true&b=1&b=4>)
- Police Forces in the United Kingdom (a list of which can be accessed at <https://www.police.uk/contact/force-websites/>)
- Police Forces and Special Police Forces in the United Kingdom, and/or Police and Crime Commissioners (as defined by the Police Reform and Social Responsibility Act 2011) and/or the Police Authorities (as defined in the Police Act 1964, Police Act 1996, Serious Organised Crime and Police Act 2005, Police and Justice Act 2006, Police, Public Order and Criminal Justice (Scotland) Act 2006), and other relevant legislation for the constituent parts of the United Kingdom
- Fire and rescue services in the UK (lists of which can be accessed at <http://www.fireservice.co.uk/information/ukfrs>, <http://www.nifrs.org/areas-districts/> and <http://www.fireScotland.gov.uk/your-area.aspx>)
- NHS Bodies England, lists of which can be accessed at <http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>, <http://www.nhs.uk/ServiceDirectories/Pages/CCGListing.aspx>, <http://www.nhs.uk/ServiceDirectories/Pages/MentalHealthTrustListing.aspx>, <http://www.nhs.uk/ServiceDirectories/Pages/CareTrustListing.aspx>, <http://www.nhs.uk/ServiceDirectories/Pages/AreaTeamListing.aspx>, <http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>, <http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx>
- Hospices in the UK (a list of which can be accessed at <https://www.hospiceuk.org/about-hospice-care/find-a-hospice?gclid=CPLU3cD7zdECFdaRGwodNeoDyw>)
- Registered Social Landlords (Housing Associations) (a list of which can be accessed at <https://www.gov.uk/government/publications/current-registered-providers-of-social-housing>)
- Third Sector and Charities in the United Kingdom (lists of which can be accessed at <http://www.charitycommission.gov.uk/find-charities/>, <http://www.oscr.org.uk/search-charity-register/> and <http://www.charitycommissionni.org.uk/charity-search/>)

- Citizens Advice bureaux in the United Kingdom (lists of which can be accessed at <http://www.citizensadvice.org.uk/index/getadvice.htm> , [www.cas.org.uk](http://www.cas.org.uk) and <http://www.citizensadvice.co.uk/>)
- Scottish Public Bodies including any Scottish Public Sector Body: Scottish Non-Departmental Public Bodies; offices in the Scottish Administration which are not ministerial offices; cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998; the Scotland Office; the Scottish Parliamentary Corporate Body; councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (except where they are acting in their capacity as educational authority); Scottish joint fire boards or joint fire and rescue boards; Scottish joint police boards or any successor National Police or Fire Authority; Scottish National Park authorities, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited (Company no 2401034), Northern Lighthouse Board, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005 any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing.
- Scottish Government
- Scottish Parliament
- Scottish Local Authorities (a list of which can be accessed at <http://www.gov.scot/About/Government/councils> and <http://www.scotland-excel.org.uk/home/Aboutus/Ourmembers/Associate-members.aspx>)
- Scottish Agencies and non-departmental government bodies (a list of which can be accessed at <http://www.gov.scot/Topics/Government/public-bodies/about/Bodies>)
- Scottish NHS bodies (lists of which can be accessed at <http://www.gov.scot/Topics/Health/NHS-Workforce/NHS-Boards> and <http://www.show.scot.nhs.uk/organisations/>)
- Scottish Further and Higher Education Bodies (lists of which can be accessed at <http://www.universities-scotland.ac.uk/index.php?page=members> , <http://www.collegesscotland.ac.uk/member-colleges.html>, <http://www.sfc.ac.uk/funding/universities-we-fund.aspx> and <http://www.sfc.ac.uk/funding/colleges-we-fund.aspx>)
- Scottish Police (a list of the divisions of which can be accessed at <http://www.scotland.police.uk/your-community/>)
- Scottish Housing Associations and registered social landlords (lists of which can be accessed at [http://www.sfha.co.uk/component/option,com\\_membersdir/Itemid,149/view,membersdir/](http://www.sfha.co.uk/component/option,com_membersdir/Itemid,149/view,membersdir/) and <http://directory.scottishhousingregulator.gov.uk/pages/default.aspx>)
- The Scotland Office
- Scottish schools (lists of which can be accessed at <https://education.gov.scot/parentzone/find-a-school?k=%3APrimary%2A>, <https://education.gov.scot/parentzone/find-a-school?k=%3ASecondary%2A> and <https://education.gov.scot/parentzone/find-a-school?k=%3ASpecial%2A>)

- Welsh Public Bodies including the National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities, and all bodies listed on <http://www.assembly.wales/en/Pages/Home.aspx> and <http://gov.wales>
- NHS Wales health boards (a list of which can be accessed at <http://www.wales.nhs.uk/ourservices/directory>)
- Housing Associations/Registered Social Landlords Wales (a list of which can be accessed at <http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>)
- Universities, colleges and schools (the latter including nursery, primary, middle, secondary, special, independent schools and pupil referral units) in Wales (lists of which can be accessed at <http://www.uniswales.ac.uk/universities/>, <http://www.collegeswales.ac.uk/Find-a-College> and <http://gov.wales/statistics-and-research/address-list-of-schools/?lang=en>)
- Northern Ireland government departments (a list of which can be accessed at <http://www.northernireland.gov.uk/gov.htm>)
- Northern Ireland public sector bodies and local authorities (a list of which can be accessed at <https://www.nidirect.gov.uk/contacts/contacts-az/general-register-office-northern-ireland>)
- Schools in Northern Ireland (a list of which can be accessed at <http://apps.education-ni.gov.uk/appinstitutes/instmain.aspx>)
- Universities and colleges in Northern Ireland (a list of which can be accessed at <https://www.nidirect.gov.uk/articles/universities-and-colleges-northern-ireland>)
- Health and Social care bodies in Northern Ireland (details of which can be accessed through <http://www.hscni.net/>)
- Northern Ireland Housing Associations (a list of which can be accessed at [http://www.nihe.gov.uk/index/about/contact\\_us\\_home/your\\_nearest\\_office.htm](http://www.nihe.gov.uk/index/about/contact_us_home/your_nearest_office.htm))
- Police Service of Northern Ireland
- Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and (i) financed wholly or mainly by another contracting authority listed above; (ii) subject to management supervision by another contracting authority listed above; or (iii) more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above (iv) an association of or formed by one or more of the Contracting Authorities listed above
- Any 'bodies governed by public law' which under the Procurement Regulations means bodies that have all of the following characteristics
  - (a) they are established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character;
  - (b) they have legal personality; and
  - (c) they have any of the following characteristics:—
    - (i) they are financed, for the most part, by the State, regional or local authorities, or by other bodies governed by public law;
    - (ii) they are subject to management supervision by those authorities or bodies; or
    - (iii) they have an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities, or by other bodies governed by public law.



Entities which are not public sector bodies may also use the Framework if the Framework Manager is satisfied that:

- such entity is calling-off goods and/or services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework on their own account;
- all goods to be called-off by it are to be used directly, solely and exclusively to provide goods and/or services at sites occupied by such public sector body(ies); and
- it will pass the benefit of the Call-Off contract to such public sector body(ies) directly, in full and on a purely “pass-through” basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of goods and/or services imposed on the relevant public sector body(ies), who must be able to benefit from the terms of the Framework in a like manner and to the same extent as if using the Framework on its/their own account.

## 5. HOW THE FRAMEWORK WILL OPERATE

The Framework allows for two mini-competition routes for projects. The route selected will be at the discretion of the Contracting Authority (based upon advice and support from the Framework Manager) and will be dependent on the circumstances of each Call-Off. The route chosen will be set out in the procurement documents for the Call-Off mini-competition. Route one will take multiple bidders to a fixed price tender, and route two will reduce the Suppliers to one before seeking an investment grade proposal with that single Supplier. This is explained in more detail in section 14 below.

## 6. HOW THIS INVITATION TO TENDER PROCESS WILL WORK.

The Framework is to be awarded using the open procedure. Unlike the restricted procedure the open procedure makes no allowance for a prequalification stage and then a tender stage. The prerequisites and mandatory requirements in SCHEDULE C detail the minimum standards which must be met to be able to apply for this tender. Bidders should read and complete this section first, and if they are confident that they meet all of the requirements go on to bid as detailed below in this document.

### IMPORTANT NOTICE

Bidders must return a signed non-disclosure agreement (contained within SCHEDULE H Non-Disclosure Agreement) to view the terms and conditions that will apply to any Call-Off awarded under the Framework. Bidders are advised to ensure that they return their signed non-disclosure agreement at the earliest opportunity. The Framework Manager accepts no liability for any Bidders' failure to be aware of the terms and conditions that will apply to any Call-Off awarded under the proposed Framework due to non-return of a signed non-disclosure agreement.

Following the deadline for return of Framework bids, bids will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in those bids being immediately rejected. Upon satisfying all prerequisites bids will be assessed using the Evaluation Criteria. Following the conclusion of the evaluation Bidders will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising Bidders of their scores and if appropriate the scores of the winning bid(s), along with narrative as to how the scores were applied and the characteristics and relative advantages of the winning bids. A minimum 10 calendar day standstill period will follow



(which will start upon the communication to Bidders of the outcome of their Framework bid) prior to completing the Framework Agreements.

Following the signing of the Framework Agreement documents a contract award notice will be published in the Official Journal of the European Union and on the UK Government's Contracts Finder website.

## 7. National Contracting Income Stream

CEF is a special purpose vehicle set up to allow different public and private organisations to work together to deliver projects free from public subsidy or grant. This is done by using the NCIS arrangements detailed herein. By bidding on the Framework, Bidders agree to the NCIS arrangements as detailed in the specimen Framework Agreement (contained within SCHEDULE B) and CEF standard form contract (to be provided to Bidders by the Framework Manager following its receipt of a signed non-disclosure agreement from the Bidder).

The NCIS is a percentage based fee structure included as part of the project costs of every project. The collected NCIS fee is designed to ensure that the project costs of a standard project are recovered from a project, to enable the payment of legal, procurement, financial, technical and project management functions, as well as a small amount of overhead. The NCIS fees are included in the bid proforma, collected by the CEF who then distribute the fees amongst the various parties supporting the Contracting Authority.

## 8. TIMETABLE

Bidders should note that the dates listed below are indicative only and the Framework Manager reserves the right to vary this timetable at its absolute discretion.

Stage	Anticipated Date
ITT publication date	22 December 2017
Bidders' conference	10 February 2018 at 10:00 GMT
Closing date of clarification messages	2 February 2018 at 16:00 GMT
ITT closing date	9 February 2018 at 14:00 GMT
Contract award notification	23 February 2018
Framework Agreement award (subject to completion of a mandatory standstill period)	12 March 2018
Framework start date	12 March 2018
Framework expiry date The Framework will run for six years, with mini-competitions being commenced in the initial four years of the Framework.	11 March 2024

## INVITATION TO TENDER

### 8.1 Bidders

In this ITT the terms bid and tender are used interchangeably. However in the mini-competition phase it is necessary to be nuanced and there the terms “Economic Operator” will be used for Suppliers pre-ITMC; “Bidders” for shortlisted Suppliers following ITMC and “Preferred Bidder” following award of Preferred Bidder status (through issue of the Preferred Bidder letter).

### 8.2 Contracting Authorities

The Framework Manager invites competitively tendered offers in accordance with the tender documents for the provision of carbon and energy infrastructure upgrade goods, services and works, each of which will be detailed in the ITMC, ITP and/or ITT of the relevant mini-competition.

### 8.3 Acceptance of bids

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately. The Framework Manager reserves the right to award Framework Agreements for the supply of the services described within and arising out of this procurement process to more than one Supplier.

Bidders are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

## 9. COMMUNICATION

### 9.1 Clarification Questions from Bidders

**Any questions which the Bidder wishes to raise in relation to this Invitation To Tender should be made via the e-sourcing portal messaging system. Questions provided in other formats will not be considered or answered.**

**The last date and time for the submission of Clarification Questions is 2 February 2018 at 16:00 GMT.**

The Framework Manager is under no obligation to respond to any question received after this time and date. However, the Framework Manager reserves the right to respond to any questions received after this deadline at its absolute discretion.

Should a Bidder be in any doubt as to the interpretation of any or all parts of the ITT document or have any commercial, technical and/or clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e-sourcing portal. The Framework Manager will refer the query to the relevant person for resolution, and will communicate the decision to the Bidder in writing via the e-sourcing portal.

**Clarification questions received by any other method may constitute canvassing as described in this ITT. Bidders are therefore strongly advised to ensure that any communication with COCH and/or CEF and/or its/their employees about or related to this procurement process is submitted through the e-sourcing portal only, as failure to do so may result in their bid submission being disqualified.**

Bidders are reminded that their questions, and the Framework Manager's responses, will normally be circulated to all Bidders in an anonymised form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to the e-sourcing portal for all Bidders to view who have registered for the procurement. Provision will be made for Bidders to request clarification in confidence but in responding to such requests the Framework Manager will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include uploading to the e-sourcing portal and/or circulating the response to all Bidders.

It is the Bidder's responsibility to ensure that their contact details are up-to-date on the eTendering portal [www.nhssourcing.co.uk](http://www.nhssourcing.co.uk) as all communication will be sent through this system. It is the Bidder's responsibility to ensure that they can receive emails that are sent from this system (i.e. including any that are sent to the 'Junk Mail' folder'. Bidders should contact [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) to check that their contact details are up to date.

## 9.2 Clarification Questions from Framework Manager

The Framework Manager reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-sourcing portal to the Bidder's nominated representative. The Framework Manager will retain a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any Bidder in relation to any aspect of its bid submission.

It is likely that any response to a clarification question will be required within a maximum of two working days of request. Failure to respond adequately or in a timely manner to clarification questions may result in a Bidder not being considered further in the procurement.

Where the Framework Manager feels, and can justify to the evaluation team, that bid savings, costs, interest rates, maintenance or lifecycle costs are not realistic, and are abnormally low (in the case of costs) or abnormally inflated (in the case of savings) then the Framework Manager will seek clarification from the Bidder as to the reasons for the same. Where a satisfactory response is not received by the Framework Manager, the Framework Manager (in its sole discretion) reserves the right to reject the bid as non-compliant.

The Framework Manager may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a response or bid, to ask that they testify that information supplied is accurate and true.

The Framework Manager reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

The Framework Manager reserves the right to conduct site visits and/or audits at any time during this procurement process.

## 10. RETURN OF BIDS

Bidders must return bids via the web site [www.nhssourcing.co.uk](http://www.nhssourcing.co.uk); hard copies will not be accepted. It is the sole responsibility of the Bidder to ensure their offer is received on time. Tenders received after the due date cannot normally be accepted

Note that the mini competition stage may use systems other than the e-sourcing portal. The requirements for mini-competition bid submission will be detailed in the relevant ITT or ITP for the Call-Off.

The Framework Manager intends to award Supplier status to the qualifying Bidder(s) who submit(s) the most economically advantageous bid(s) (best price-quality ratio) as determined by applying the Evaluation Criteria. However, the Framework Manager reserves the right not to award all or any of the business to the most economically advantageous bid(s) (best price-quality ratio) or to any Bidder.

The Framework Manager does not bind itself to accept the lowest or any offer. The Framework Manager also reserves the right to award the business to any number of qualifying Bidders.

#### **10.1 The closing date for the return of tenders is 9 February 2018 at 14:00 GMT**

Failure to return a completed tender by the closing date specified will entitle the Framework Manager to disqualify the relevant Bidder from participating in this procurement at the Framework Manager's discretion

Those Bidders deciding not to tender should use the "Decline to Respond" function on the e-sourcing portal, giving their reason for this decision.

### **11. FRAMEWORK AGREEMENT AWARD PROCESS AND EVALUATION CRITERIA**

The Framework Agreements will be awarded on the basis of the most economically advantageous offer (best price-quality ratio) evaluated as follows:

#### **11.1 STEP 1: PREREQUISITES**

11.1.1 Bidders must meet all of the requirements of SCHEDULE C (prerequisites) or:

(1) submit their European Single Procurement Document, which must be completed in full (together with any further information which is required in the prerequisites but not in the European Single Procurement Document); or

(2) explain to the Framework Manager's satisfaction why they do not meet all of the requirements of SCHEDULE C (prerequisites) perhaps through the use of self-cleaning evidence).

11.1.2 Any Bidders which do not meet all of the selection requirements set out in SCHEDULE C (as interpreted in accordance this section 11.1) will be treated as ineligible for the Framework, their bid will not be evaluated further and the Bidder will be informed of their rejection at this stage.

11.1.3 The following minimum financial thresholds will apply to every Bidder. Bidders may rely on a guarantee from a parent organisation to meet the minimum financial thresholds in which case the guarantor must itself meet the minimum financial thresholds. In such case, the parent organisation shall be required to provide parent company guarantees (or equivalent) substantially in the form of the template parent company guarantee (contained within SCHEDULE I - Specimen Parent Company Guarantee) to the Framework Manager (to guarantee the Bidder's performance under the Framework Agreement) (see SCHEDULE I.1), and to each and every Contracting Authority entering into a Call-Off contract with the Bidder (to guarantee the Bidder's performance under the Call-Off contract) (see SCHEDULE I.2).

11.1.4 Bidders (or where paragraph 11.1.3 above applies, the Bidder's parent organisation providing a guarantee) must have had a turnover greater than £25,000,000 in each of the last 3 years (please note that this may be checked using accounts if requested and/or a third

party credit checking agency). Bidders must state whether the turnover applies to the Bidder or to the parent organisation (or equivalent). If it relates to the parent company then a parent company guarantee or equivalent will be required for every CEF project bid.

11.1.5 Bidders (or where paragraph 11.1.3 above applies, the Bidder's parent organisation providing a guarantee) must have had working capital (total current assets minus current liabilities) of more than £4,000,000 in each of the last 3 years. Bidders must state whether the working capital applies to the company or to the parent organisation (or equivalent). In the second case a parent company guarantee or equivalent will be required for every CEF project bid. If you have answered for the parent or equivalent then please provide a detailed explanation of the parent or equivalent and their willingness to sign the standard CEF parent company guarantee for every project bid.

11.1.6 Applicants who have met the prerequisites will move to step 2.

## 11.2 STEP 2: QUALITATIVE EVALUATION OF TECHNICAL INFORMATION

11.2.1 Technical information will be qualitatively evaluated using the criteria and weightings below

Criteria	Weighting
<b>TECHNICAL</b>	
1. Project Management Approach	15%
2. Financial Response	10%
3. Approach to Design and Construction	35%
4. Approach to Service Delivery	25%
5. Project Programme and Timescales	15%
<b>TECHNICAL TOTAL</b>	<b>100%</b>

11.2.2 Applicants are required to answer a number of technical questions found in SCHEDULE D - Technical Schedule, which are linked to the criteria listed above.

11.2.3 Each question has been assigned a maximum score, which is provided in SCHEDULE D – Technical Schedule. The following methodology will apply where qualitative information is provided.

11.2.4 In applying the scoring scale each bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to fitness for purpose and therefore covers any aspect of a submission that affects the performance of the Framework. 'Deliverability' refers to the likelihood that all aspects of a particular submission (including time and cost) could in fact be delivered by the Bidder concerned.

11.2.5 It is important to note that a similar evaluation matrix will be used for mini-competitions under the Framework, with the single important difference being that the mini-competition bid scores, scored as above will be multiplied by an NPV factor as detailed in section 13 below. Bidders seeking to be on the Framework need to realise that this factor can make a huge change to scores, so innovation and lifetime performance remain the main elements for success under this Framework.

## Project Management approach

11.2.6 Project management approach will be evaluated using the guidance and associated score below:

PROJECT MANAGEMENT (worth 15% of the technical total)		
Score	Weighted Score	Commentary
3	15%	<b>Excellent Confidence</b> A detailed response providing a comprehensive description of an excellent project management approach, including a complete strategic approach, measures of success, integration of design and FM, management of parties, and collaborative working with the Contracting Authority
2	10%	<b>Some Confidence</b> A satisfactory response which addresses all or most of the project management approach, including strategic approach, measures of success, integration of design and FM, management of parties, and/or collaborative working with the Contracting Authority and therefore provides some confidence
1	5%	<b>Some Concerns</b> The response generates some concerns due to it either being poor in terms of how it describes the project management approach or leaves out key issues from the project management approach, including strategic approach, measures of success, integration of design and FM, management of parties, and/or collaborative working with the Contracting Authority
0	0%	<b>Major Concerns</b> Any aspect of the response raises major concerns. These could be related to the project management approach including strategic approach, measures of success, integration of design and FM, management of parties, and collaborative working with the Contracting Authority



## Financial Response

11.2.7 Financial response will be evaluated using the guidance and associated score below:

FINANCIAL RESPONSE (worth 10% of the technical total)		
Score	Weighted Score	Commentary
3	10%	<b>Excellent Confidence</b> A detailed response providing an excellent explanation of the financial model and structure proposed to meet the Contracting Authority's needs, covering the payment mechanism, financing structure, deliverability of funding, financial assumptions and public sector funding contribution.
2	6.67%	<b>Some Confidence</b> A satisfactory response which addresses all or most of the financial and funding issues associated with the project financial structure proposed to meet the Contracting Authority's needs including the payment mechanism, financing structure, deliverability of funding, financial assumptions and/or public sector funding contribution and therefore provides some confidence.
1	3.33%	<b>Some Concerns</b> The response generates some concerns due to it either being poor in terms of how it explains the financial and funding models and structure or leaves important aspects out of the structure proposed to meet the Contracting Authority's needs, covering the payment mechanism, financing structure, deliverability of funding, financial assumptions and/or public sector funding contribution.
0	0%	<b>Major Concerns</b> Any aspect of the response raises major concerns. These could be related to the financial and funding aspects of the project and structure proposed to meet the Contracting Authority's needs, including the payment mechanism, financing structure, deliverability of funding, financial assumptions and/or public sector funding contribution.

## Approach to service design and any construction

11.2.8 Approach to service design and construction will be evaluated using the guidance and associated score below:

SERVICE DESIGN AND CONSTRUCTION (worth 35% of the technical total)		
Score	Weighted Score	Commentary
3	35%	<b>Excellent Confidence</b> A detailed response providing excellent confidence, A comprehensive analysis of the technical aspects of the project which meet or exceed the requirements with appropriate innovation and design, including the proposed design approach, design analysis, design practice, design proposals, and/or construction approach
2	23.33%	<b>Some Confidence</b> A satisfactory response which has sufficient technical detail and innovation to explain the solution proposed including the proposed design approach, design analysis, design practice, design proposals, and/or construction approach and therefore provides some confidence
1	11.67%	<b>Some Concerns</b> The response generates some concerns as it is either poor in terms of design, technical detail or innovation or leaves out key aspects of the technical details of the proposals including the proposed design approach, design analysis, design practice, design proposals, and/or construction approach
0	0%	<b>Major Concerns</b> Any aspect of the response raises major concerns. These could be related to technical design, options considered, innovation and design as related to the proposed design approach, design analysis, design practice, design proposals, and/or construction approach

## Approach to Service delivery

11.2.9 Approach to service delivery will be evaluated using the guidance and associated score below:

SERVICE DELIVERY (worth 25% of the technical total)		
Score	Weighted Score	Commentary
3	25%	<b>Excellent Confidence</b> A detailed response providing excellent confidence. Comprehensive information provided about the delivery of operation and maintenance services of the project which meet or exceed the requirements, including the compliance with the Contracting Authority services requirements, service delivery, ensuring the quality of service delivery, interaction between the design and construction process; service

		transfer proposals, HR and the treatment of staff, policies & procedures, monthly reports, annual savings review and help desk
2	16.67%	<b>Some Confidence</b> A satisfactory response, providing some confidence. Addresses all or most aspects of the service and operation of the proposed solution including the compliance with the Contracting Authority services requirements, service delivery, ensuring the quality of service delivery, interaction between the design and construction process; service transfer proposals, HR and the treatment of staff, policies & procedures, monthly reports, annual savings review and/or help desk
1	8.33%	<b>Some Concerns</b> The response generates some concerns as it is either poor in terms of how it proposes to manage the operation and maintenance of the installation, or leaves out key aspects of the delivery including the compliance with the Contracting Authority services requirements, service delivery, ensuring the quality of service delivery, interaction between the design and construction process; service transfer proposals, HR and the treatment of staff, policies & procedures, monthly reports, annual savings review and/or help desk
0	0%	<b>Major Concerns</b> Any aspect of the response raises major concerns. These could be related to operation and maintenance of the proposed installation including the compliance with the Contracting Authority services requirements, service delivery, ensuring the quality of service delivery, interaction between the design and construction process; service transfer proposals, HR and the treatment of staff, policies & procedures, monthly reports, annual savings review and/or help desk

## Project programme

11.2.10 Project programme will be evaluated using the guidance and associated score below:

PROJECT PROGRAMME (worth 15% of the technical total)		
Score	Weighted Score	Commentary
3	15%	<b>Excellent Confidence</b> A detailed response providing excellent confidence. Comprehensive programme and resource allocations, taking into account summer and winter effects and the Contracting Authority timescales including service continuity (heat, electricity and services), the maximisation of opportunity savings, availability of heating plant in winter, and completion to the Contracting Authority target dates
2	10%	<b>Some Confidence</b> A satisfactory response providing some confidence.

		Addresses all or most of the programme and timescale issues associated with delivering the project to Contracting Authority timescales, including service continuity (heat, electricity and services), the maximisation of opportunity savings, availability of heating plant in winter, and/or completion to the Contracting Authority target dates
<b>1</b>	<b>5%</b>	<b>Some Concerns</b> The response generates some concerns as it is either poor in terms of how it plans the installation or fails to take account of important aspects such as Contracting Authority timescales or the effects of Summer or winter on the project including service continuity (heat, electricity and services), the maximisation of opportunity savings, availability of heating plant in winter, and/or completion to the Contracting Authority target dates
<b>0</b>	<b>0%</b>	<b>Major Concerns</b> The response raises major concerns in terms of the Bidder's ability to deliver the programme to the Contracting Authority's requirements, including service continuity (heat, electricity and services), the maximisation of opportunity savings, availability of heating plant in winter, and/or completion to the Contracting Authority target dates

- 11.2.11 Bidders must submit a tender response that answers the questions in a way that allows the evaluation panel to award an evidenced score that accurately reflects the Bidder's ability to deliver projects under the Framework.
- 11.2.12 The answers provided to the technical requirements must describe how the prospective Bidder intends to meet the needs of Contracting Authorities, i.e. the approach to delivering projects under the Framework in general rather than any one historically delivered project in particular.
- 11.2.13 Bidders should be aware that their bid document will be shared with Contracting Authorities wishing to use the Framework and that the document may be used as part of the initial stage of the mini competition interview stage.
- 11.2.14 The questions are to be answered in a detailed bid document as part of the tender response with the other completed tender schedules
- 11.2.15 No further sub criteria will be used as the Evaluation Criteria have been broken down into the five qualitatively scored sections. No elements within each of those individual five sections have been weighted beyond that of equal importance.
- 11.2.16 The evaluation of technical information will be undertaken once, and the resulting score used in the calculation of the final score described in step 4 below.

### 11.3 STEP 3: COMMERCIAL EVALUATION

- 11.3.1 Bidders should extract CEF financial model in SCHEDULE E – Commercial Schedule and fill it in exactly as follows:

Tab – Cost proforma  
Cells C30, C32, C33 and C34  
Cells D31, D32, D33, D34  
(All shaded yellow)

Also, for potential add on services:

Cells C35 and D35 quoting the oncosts that are bid for any service procured through the CEF dynamic purchasing system – please note that these figures are not used in the evaluation of tenders for award of the Framework Agreement, but may be used (where indicated in the Call-Off mini-competition documents) for the evaluation of Call-Off mini-competitions incorporating services procured through the CEF dynamic purchasing system.

Cells C36 and D36 quoting the oncosts that are bid should the Bidder be asked (again where indicated in the Call-Off mini competition documents) to purchase fuel for the Contracting Authority as part of a Call-Off. It is envisaged that the Bidder will then invoice for the fuel and management and be paid the following month – please note that these figures are not used in the evaluation of tenders for award of the Framework Agreement, but may be used (where indicated in the Call-Off mini-competition documents) for the evaluation of Call-Off mini-competitions incorporating fuel purchase by the Bidder.  
(All shaded lighter yellow)

- 11.3.2 The percentages entered should be realistic and allow Bidders to extract sufficient lifetime benefit from CEF projects which are complex and costly. It is not these percentages that will greatly influence the evaluation of projects under the Framework, but rather the whole NPV calculation (see the spreadsheet tab “UP and savings proforma” cell C26), and the percentages filled in have limited impact on the NPV.
- 11.3.3 A CEF financial bid proforma for a notional simple CEF project in a hospital has been filled in for illustration. The figures currently in those cells are a set of exemplar figures.
- 11.3.4 When bidding on mini-competitions, Bidders will be required to bid using the values that they fill into the CEF financial model in SCHEDULE E, or lower. Therefore, they will affect the evaluation of this framework and the scoring of subsequent mini-competition bids for projects called off under the Framework.

### 11.4 STEP 4: CALCULATION OF FINAL SCORES AND AWARD OF SUPPLIER STATUS

- 12.4.1 The Technical bid scores, scored using the Evaluation Criteria as described above will be multiplied by an NPV factor which equals the NPV of the bid (as determined by the CEF bid proforma) divided by the highest NPV bid (determined in the same way).
- 12.4.2 It is intended that all Bidders whose combined score meets or exceeds 50% (and who have met the minimum requirements set out in this ITT) will be awarded a place on the proposed Framework.

## Evaluation Criteria for Mini-Competitions

Individual projects may vary, but not completely change the standard evaluation criteria above and/or their weighting for their individual mini-competition, but if so this will be published in the project ITMC. Any such changes will be made to better fit the nature of the core bid sought. The NPV calculation will apply (as described in section 13 below) to the final weighted qualitative score as determined above or varied in the ITMC of individual projects being called off under the Framework. CEF will provide an exemplar of how this process works within the ITT for any Call-Off.

Bidders should be aware that the evaluation of mini-competitions will include the application of a risk weighting for bids that pose significant risks (or insufficient risk transfer to the Bidder) and a NPVbid/NPVbest factor based on the corrected NPV scores (where NPVbest is the bid with the highest NPV (after correction) as determined in the project bid proforma.

Any significant risks identified in relation to a further competition bid will be clarified with the Bidder. The risk weighting will only apply where there are outstanding significant risks following clarification requests. Any Bidder(s) with outstanding significant risk(s) will have their Technical score for the further competition multiplied by the appropriate risk weighting. The risk weighting will apply as follows:

- One significant risk (as adjudged by the evaluation panel) remaining outstanding following the clarifications stage of the procurement will attract a risk multiplier of 0.75.
- Two significant risks (as adjudged by the evaluation panel) remaining outstanding following the clarifications stage of the procurement will attract a risk multiplier of 0.5.
- More than two significant risks (as adjudged by the evaluation panel) remaining outstanding following the clarifications stage of the procurement will lead to rejection of the bid by the Framework Manager.

## 12. CONDITIONS OF TENDER

### 13.1. Information and Confidentiality

13.1.1 This ITT is intended for the exclusive use of the Bidders and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the Bidders, save for the purpose of:

- taking legal or other advice in connection with completing the ITT; and/or
- obtaining input from relevant organisations relevant to the Bidder's response to the ITT; and/or
- obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Framework Manager to such disclosure (which they may withhold in their absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from the Framework Manager, Bidders shall promptly provide evidence to the Framework Manager that such undertakings have been provided to the Bidder.

13.1.2 The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its tender response is accurate and contains no misrepresentation.



- 13.1.3 This invitation to tender document shall remain the property of the Framework Manager and its accompanying documents shall remain the property of CEF. All documents must be returned on demand.
- 13.1.4 Any notice to a Bidder required under these conditions is to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered to a physical address, or at the time of posting on the e-sourcing portal if communicated via the e-sourcing portal to the Bidder's nominated representative, or at the time of delivery in ordinary course of post if posted in a prepaid envelope addressed to the Bidder by name, to the Bidder's last known place of abode or business or, in the case of a company, the registered office of the company.
- 13.1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the probable requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

## **13.2 Freedom of Information and other information disclosures**

- 13.2.1 The Framework Manager is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA) as amended. Accordingly, any information created by or submitted to the Framework Manager (including the information contained in the Tender and the submissions received from Bidders in response) may need to be disclosed by the Framework Manager in response to a request for information.
- 13.2.2 The Framework Manager may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each Bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.
- 13.2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.
- 13.2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Framework Manager is responsible for determining at its absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.
- 13.2.5 Bidders should also note that the receipt by the Framework Manager of any information marked "confidential" or equivalent does not mean that the Framework Manager accepts any duty of confidence by virtue of that marking, and the Framework Manager has the final decision regarding the disclosure of any such information in response to a request for information.
- 13.2.6 In making a submission in response to this Tender, each Bidder acknowledges that the Framework Manager may be obliged under the FOIA to disclose any information provided to it:
- Without consulting the Bidder; or
  - Following consultation with the Bidder and having taken its views into account.
- 13.2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) as amended and shall assist and co-operate with the

Framework Manager (at the Bidder's expense) to enable the Framework Manager to comply with its information disclosure requirements contained in this legislation.

- 13.2.8 Bidders should be aware of the Framework Manager's obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Framework Manager. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Framework Manager in response to such a request, unless the Framework Manager decides that one of the statutory exemptions under the EIR applies.

The Framework Manager shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.

- 13.2.9 Bidders acknowledge that the Framework Manager and/or its members may be subject to the Government's public sector purchasing transparency requirements and that the Framework Manager and/or their members may be required to publish on a Government on line portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

### **13.3 Prices**

- 13.3.1 Bidders prices in the Commercial Schedule (SCHEDULE E) are quoted in terms of a percentage uplift on capital, operation and maintenance, and lifecycle costs. Should Bidders wish to bid for a Call-Off contract under the Framework, Bidders are obliged to do so at those bid percentages they submitted as part of the Framework qualification process or lower.
- 13.3.2 Prices quoted for any project let under the Framework must be firm (i.e. not subject to variation) for the period specified in the mini-competition ITT. The annual service payment quoted in bids will not be indexed until the first anniversary of actual practical completion, and then only as set out in Schedule 18 of the CEF standardised contract. Any proposed amendments to the fixed period will be rejected as non-compliant with the Framework bid requirements.
- 13.3.3 All financial aspects of projects let under the Framework will be subject to indexation as spelled out in the ITT/ITP for the relevant project, financial model and contract documentation. This includes indexation of the service payments, any minimum service payment, guaranteed savings, and availability and performance deductions.
- 13.3.4 Where the cumulative contract values of Call-Offs under the Framework materially exceed the contract value advertised in the OJEU contract award notice, the Framework Manager reserves the right to terminate the Framework and any Framework Agreements and re-procure the Framework.

### **13.4 Tender Documentation and Submission**

Tenders for the Framework require Suppliers to be the lead contractor in any mini-competition for which they bid. The terms for each mini-competition will be spelled out in the ITT or the attached CEF standardised contract, to which the only changes permitted are those that are project specific.

The example CEF standardised contract version 6.0OL will be provided to Bidders following CEF's receipt of a signed non-disclosure agreement (contained within SCHEDULE H – Specimen Non-Disclosure Agreement). Future variants of this contract will be clarified and finalised at the point of call for mini competition. Standard contracts are non-negotiable. The

v6.OL contract follows an operating lease structure, and V6.0SC a service contract structure (designed to facilitate the requirements of IFRS 16 for off-balance sheet treatment where required by a Contracting Authority).

Tenders must be for the supply of the whole of the services detailed in this ITT and SCHEDULE A2 - Sample Specification (Call Off Contracts) (which is an exemplar of a typical CEF project, but not necessarily reflective of the full range of technologies and services that may be included in a Framework Call-Off).

- 13.4.1 Tenders to be on the Framework are dependent upon the terms and conditions of the contract herein. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected both in terms of being on the Framework , and for projects called-off under the Framework .

Bidders need to be very comfortable to deliver energy infrastructure upgrades to public buildings and supply long term services using that infrastructure in line with the sample specification provided in SCHEDULE A2 - Sample Specification (Call Off Contracts). Bidders have much discretion over the upgrade offered as long as it meets core bid requirements (which will be set out in the mini-competition documents for each Call-Off).

- 13.4.2 The services offered should be strictly in accordance with the specification. Alternative similar services may be offered but all differences between such items and the specification must be indicated in detail in the tender.

Tenders must comprise of the following completed documents:

- the response to the technical schedule (SCHEDULE D);
- the completed commercial schedule (SCHEDULE E);
- the completed selection questionnaire prerequisites (SCHEDULE C);
- the completed and signed form of offer (SCHEDULE F);
- the completed and signed certificate of non-canvassing (SCHEDULE G);
- the completed and signed Non-Disclosure Agreement (SCHEDULE H) ***which must be completed and returned in order for CEF to be able to release the draft contract version 6.0OL (which form the main terms and conditions that will apply to any contracts called off under the Framework). CEF will not release the contract until the NDA is signed and returned, and in the case of a consortium, it should be signed and returned by each member of the consortium. CEF may extend the return periods if a good application is made for extra time. A good application is one where the applicant can demonstrate that they have made all reasonable efforts to return the NDA and review the contract within the available time or shortest reasonable extension.***

- 13.4.3 The form of offer, certificate of non-canvassing and non-disclosure agreement must be signed by an authorised signatory, scanned and uploaded into the e-sourcing portal where indicated. In the case of a partnership, by a partner for and on behalf of the partnership; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the tender will be deemed to be from an authorised person.

- 13.4.4. The tender must be completed in full. Any tender may be rejected which:

- contains gaps, omissions or obvious errors; or
- contains amendments which have not been initialled by the authorised signatory; or
- is received after the closing time.

- 13.4.5 Contact the Framework Manager via the e-sourcing portal for help in completing the tender in compliance with the requirements of this ITT.
- 13.4.6 Offers must be written in English and submitted via the Framework Manager's e-sourcing portal at [www.nhssourcing.co.uk](http://www.nhssourcing.co.uk)
- 13.4.7 The Framework Manager may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Bidders. The Framework Manager may exercise this discretion should any issues arise over the timing of the return of NDAs and the release of the version 6.0OL draft contract to Bidders.
- 13.4.8 By submitting a response to this tender, Bidders acknowledge that
- they accept the terms of this ITT;
  - they accept the exemplar version 6.0OL draft contract, (released after return of the Bidder's completed and signed NDA), as an acceptable basis for contracts under the Framework;
  - they accept that the version 6.0SC contract is a development upon the version 6.0OL draft contract (and that both may change further for mini-competitions to be called off under the Framework); and
  - they will price projects appropriately based upon the terms of the agreement included with the ITP or ITT for each mini-competition in order to deal with any changes from the exemplar contract proposed by the Contract Manager and/or Contracting Authority as a result of project-specific requirements of each Call-Off.

### **13.5 Rebates/Commissions**

- 13.5.1 Rebates and commissions are not applicable to the Framework.

### **13.6 Table-top trials** ☐ (only applicable to the Tender if this box is checked)

Not applicable.

### **13.7 TUPE**

TUPE may apply to contracts called-off from the Framework but it does not apply to the establishment of the Framework itself due to the Framework offering no commitment to contract or change to staffing requirements. The applicability of TUPE to a Call-Off will be assessed during mini-competitions. Following a mini competition for a Call-Off under the Framework, and where TUPE applies, the Contracting Authority will be required to indemnify the preferred Bidder against all possible TUPE claims arising at the commencement of the Call-Off contract and the preferred Bidder will be required to indemnify the Contracting Authority against all possible claims arising under TUPE at the cessation of the Call-Off contract (each as spelled out in detail in the CEF version 6.0OL contract and mini-competition documents).

### **13.8 Contract Monitoring**

- 13.8.1 The Framework Manager is committed to helping to improve the efficiency of Suppliers and the services they provide to Contracting Authorities. To that end it is a requirement of the Framework that all Call-Offs send half hourly performance data to CEF on a day-1 basis throughout the entire Call-Off contract period. There are also significant monthly, quarterly and annual reporting requirements under the CEF contract which are detailed in SCHEDULE A2 - Sample Specification (Call Off Contracts) and the specimen CEF standard form version

6.00L contract (the latter once released following CEF's receipt of a signed NDA from the relevant Bidder).

### 13.9 Canvassing

13.9.1 Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the Framework Manager or a Framework Manager member organisation, or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:

- directly or indirectly attempts to obtain information from any member, employee, agent or contractor (or partner thereof) of the Framework Manager concerning the process leading to the award of the Framework or any subsequent Call-Off contract (save as expressly provided for in the SQ, ITT or ITP, whichever is applicable); or
- directly or indirectly attempts to contact any member, employee, agent or contractor (or partner thereof) of the Framework Manager concerning the process leading to the award of the Framework or any subsequent Call-Off contract (save as expressly provided for in the SQ, ITT or ITP, whichever is applicable); or
- directly or indirectly attempts to influence any member, employee, agent or contractor (or partner thereof) of the Framework Manager concerning the conduct of the process leading to the award of the Framework or any subsequent Call-Off contract, or the structure of the procurement process, or the structure of the contractual opportunity, save where this occurs in a manner provided for in the SQ, ITT or ITP, whichever is applicable;
- directly or indirectly canvasses any member, employee, agent or contractor (or partner thereof) of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the SQ, ITT or ITP, whichever is applicable);

may be disqualified from the procurement process by the Framework Manager at its absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

### 13.10 Collusive Tendering

13.10.1 Any organisation forming part of a bid submission in response to this document or any ITP or ITT in a mini-competition under the Framework must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any procurement documents (including this ITT). Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts the price included in its response to the ITT or ITP by or in accordance with any agreement or arrangement with any other bidder; or
- communicates to any person other than the Framework Manager the price or approximate price to be included in its response to the ITT or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response to the ITT or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
- enters into any agreement or arrangement with any other potential Bidder that has the effect of prohibiting or excluding that potential Bidder from submitting a response to the ITT or as to the price to be included in any response to be submitted; or



- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other response to the ITT or proposed response to the ITT;

may be disqualified from the procurement process by the Framework Manager at its absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

### **13.11 Guarantees**

13.11.1 If the supplier to a Call-Off contract is not a Supplier under the Framework (for example when use of a SPV is proposed by a Supplier as part of its bid for a Call-Off) then the Supplier is required to provide a parent company guarantee on identical terms to those set out in SCHEDULE I - Specimen Parent Company Guarantee will need to be provided by the Supplier in favour of the relevant Contracting Authority that is calling off a contract or contracts from the successful Bidder under the Framework.

13.11.2 If the successful Bidder shall fail to provide the Guarantee specified within 13.11.1 above, the Framework Manager shall by written notice to the Bidder be entitled to treat such failure as putting an end to the Framework Agreement between the Framework Manager and the Bidder, and the Bidder, shall thereupon be liable to pay to the Framework Manager (COCH and CEF) damages equal to any aborted or wasted costs incurred.

### **13.12 The Framework Agreement**

13.12.1 This procurement exercise concerns the establishment of a Framework under which multiple Bidders will be appointed to supply services to Contracting Authorities on the terms agreed. A copy of a specimen Framework Agreement can be found in SCHEDULE B.1.

13.12.2 The following documents:

- a) The specimen framework agreement (SCHEDULE B.1), duly drafted into the Framework Agreement
- b) The NHS Standard FA (SCHEDULE B1.1)
- c) the Form of Offer (SCHEDULE F)
- d) the Certificate of Non-Canvassing (SCHEDULE G) and
- e) the Non-Disclosure Agreement (SCHEDULE H)

will form the basis of the resulting agreement between the Supplier and the Framework Manager and take effect once signed and dated. Bidders should confirm their understanding of this statement by completing the "Form of Offer" (attached as SCHEDULE F).

13.12.3 It is important that Bidders carefully review the specimen framework agreement (SCHEDULE B.1) and the indemnities they will be expected to provide to the Framework Manager contained therein.

### **13.13 Disclaimer**

The information contained in this ITT is presented in good faith and does not purport to be comprehensive nor to have been independently verified.



Neither the Framework Manager, nor any of its members, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Bidder, any sub-contractor, Bidder guarantors, their financiers or any of their advisers, orally or in writing or in whatever media.

Bidders and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant, but are not entitled to rely on any statement or representation made by the Framework Manager, or any of its members or any of their advisers.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Framework Manager in relation to this procurement. No person has been authorised by the Framework Manager, or their advisers or consultants to give any information or make any representation not contained in this ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of this ITT or other pre-contract documentation.

The Framework Manager, accepts no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Bidder in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between the Framework Manager and any Bidder arising by virtue of this tender process.

In this section 13.13, references to the ITMC, ITP or ITT include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Framework Manager or any of its advisers or consultants in connection with the ITMC, ITP or ITT or any other pre-contract document.

The Framework Manager reserves the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process to reject any, or all, of the ITT bids in respect of the procurement.

The Framework Manager shall not be obliged to appoint any of the Bidders as Suppliers and reserves the right to not proceed with the procurement, or any part thereof, at any time.

### **13.14 Bidder changes**

Bidders are subject to an ongoing obligation to notify the Framework Manager of any material changes in their identity, financial or other circumstances. This includes, but is not limited to, changes to the identity of partner organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder. The Framework Manager should be notified of any material change as soon as it becomes apparent to the Bidder. A material change is one that does, or might, change compliance with the prerequisites, materially affect the technical and/or commercial responses made in this bid, or negatively affect the Bidder risk scores.

Failure to notify the Framework Manager of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification from the procurement. The Framework Manager reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Framework Manager may take into account whether such change is material to the delivery of the contract.

### **13.15 Procurement Costs**

Each Bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. The Framework Manager will not be responsible for any costs incurred by any Bidder or any other person through this process, including but not limited to any exit or de-commissioning costs.

The Framework Manager will not be responsible for any costs and expenses (including legal costs and expenses) that result from delay to this procurement process or from the abandonment of this procurement process.

The Bidder remains liable for all its costs in the mini-competitions under the Framework , up until the issue of preferred bidder status. At that time the Supplier and Contracting Authority are expected to agree (for inclusion in the preferred bidder letter) a schedule of costs required to inform the contract schedules, that the Contracting Authority will be liable for should the Contracting Authority decide not to proceed to a Call-Off contract.

### **13.16 Publicity**

No publicity regarding this procurement process or the award of any Framework Agreement or Call-Off Contract will be permitted unless and until the Framework Manager has given express written consent to the relevant communication and has approved the detail of any such communication. Without prejudice to the generality of the foregoing, no statements shall be made to the media regarding the nature of any response to this ITT relating to this process, its contents, any ongoing dialogue between the Framework Manager and any Bidder or any proposals relating to it, without the prior written consent of the Framework Manager.

### **13.17 Intellectual Property Rights**

All procurement documentation issued in connection with this procurement shall remain the property of COCH or CEF (as appropriate) and shall be used by the Bidder only for the purposes of this procurement.

### **13.18 Law and Jurisdiction**

Any dispute (including non-contractual disputes or claims) relating to this procurement shall be governed by and construed in accordance with the laws of England.

The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement (including non-contractual disputes or claims).

**13.19 Prerequisites** ☒ (only applicable to the tender if this box is checked, open procedure only and must be referenced in the OJEU notice)

Bids and/or Bidders that fail to meet the minimum standards as denoted in SCHEDULE C may be rejected. This includes Bidders that are ineligible to tender under one or more of the mandatory exclusion criteria specified in regulation 57 of the Procurement Regulations. Bidders that fail to satisfy the Framework Manager of meeting the prerequisites set out both economically and technically will be deemed ineligible and not have their bid further assessed.

**13.20 Contingency Plans & Business Continuity**

This section 13.20 is for information only. The Framework Manager requires all of its Suppliers to have contingency and business continuity plans, copies of which will be held on file by the Framework Manager. Where such formal contingency plans are not in place, Suppliers must agree to work with the Framework Manager to produce these over the initial Framework Agreement term to mitigate any risk which may occur and affect contract performance.

Successful Suppliers will be required to provide copies of their contingency plans for any of the following situations:

**13.20.1** Fire at your premises

**13.20.2** IT failure at your premises

**13.20.3** Cyber attack

**13.20.4** Industrial action by your staff

**13.20.5** National industrial action (e.g. action affecting fuel distribution)

**13.20.6** Force majeure (e.g. terrorism, piracy, extreme weather, grounded flights)

**13. CALL-OFF CONTRACT AWARD PROCESS**

The following sets out the process by which Call-Off contracts may be awarded under the Framework by Contracting Authorities.

Individual Call-Offs may vary, but not completely change the standard Evaluation Criteria set out in section 11 above and their weighting for their individual mini-competition, but if so this will be published in the ITMC for the relevant Call-Off.

The mini-competition qualitative bid scores, scored using the Evaluation Criteria as described above will be multiplied by an NPV factor which equals the NPV of the bid (as determined by the CEF bid proforma and any correction as per the ITT/ITP for the mini-competition) divided by the highest mini-competition NPV bid (determined in the same way).

Note that the mini-competition stage may use systems other than the Bravo e-tendering portal. The requirements for mini-competition bid submission will be detailed in the relevant ITT or ITP.

## **The operation of mini-competitions let under the Framework**

After Contracting Authorities obtain CEF membership the mini-competition will start when the Contracting Authority issues (or CEF issues on the Contracting Authority's behalf) the ITMC which will ask all interested framework Suppliers to express interest in the project. Those Suppliers that express interest will be invited to an open day, and then interviews.

A Bidder may be restricted from participating in one or more Call-Off mini-competitions if the Bidder cannot provide evidence to the sole satisfaction of the Framework Manager, that the Bidder has the financial strength to stand by the guarantees required for one or more Call-Offs.

The ITMC will, amongst other things, detail which mini-competition procedure will be used and which version CEF contract will be used for the mini-competition (there are 2 versions of the standardised contract – versions 6.0OL and 6.0SC). The ITMC will be supported by project-related information that CEF makes available on its website for prospective bidders on the Framework.

Part of the ITMC will be the publication of a set of such relevant data as is available, to support interested Suppliers in their responses, which will be maintained on the bidder section of the CEF website for the project.

The mini-competition process starts with the ITMC followed by an open day normally at the relevant project site. The open day is for the Contracting Authority to explain their project to the interested Suppliers, and to stimulate interest from the Framework Suppliers. It is also the day when Suppliers start to formulate ideas about how they may best support the Contracting Authority. After allowing approximately 1 to 2 weeks for the formulation of initial ideas the Contracting Authority will normally then hold interviews with all of the interested Framework Suppliers so as to decide which Suppliers to work with. The interviews will take the form of a presentation by the Supplier.

Each interested Supplier will get a time to explain their initial ideas to the Contracting Authority to attempt to demonstrate that they are the most suitable organisation for the Contracting Authority to work with. They will explain their suitability, their approach and their financial model established during the Framework procurement, which explains their costs. The interviews are scored formally under the Evaluation Criteria and the best scoring Suppliers are selected to go forward in the mini-competition.

As no firm financial information will be presented the score will be out of 100% as per the scoring matrix set out in the Evaluation Criteria. All Suppliers on the Framework are deemed to have accepted this process when joining the Framework .

The Contracting Authority will select up to four interested Suppliers that it would like to work with. Those shortlisted Suppliers will be invited to attend site to assess possibilities and estimate costs, and technical meetings with the Contracting Authority estates team in a set of one to one discussions over the period of typically one to three months. In those meetings the Contracting Authority will liaise with each Supplier's bidding team, so there are in effect up to four teams working simultaneously to each come up with their best solution for the Contracting Authority's requirements.

In the last meeting with each shortlisted Supplier before issue of the ITT for the Call-Off contract, the shortlisted Supplier's bidding team is expected to discuss their proposed bid and make sure it is as good as it can be. All Suppliers will be treated fairly and equally throughout the mini-competition process, in line with the Procurement Regulations and the establishment of this Framework .

It is at this stage of the process that the conduct of routes 1 and 2 diverge as explained below:

**Route 1** (The conventional Framework mini-competition process) continues as follows:

When ready, the Contracting Authority will release its ITT to the shortlisted Suppliers. Each shortlisted Supplier will produce its best bid for the Contracting Authority based on the information given, and present this to the Contracting Authority. The Contracting Authority and CEF will work together to evaluate the bids, seek and evaluate clarifications, and choose the bid that offers the best price-quality ratio, add a recommendation sheet and send it to the Contracting Authority board for approval.

Should the Contracting Authority board withhold approval, the mini-competition will stop, without cost to the Contracting Authority. Should the Contracting Authority approve the proposed appointment of the preferred bidder, then the parties will seek to agree a preferred bidder letter that sets out the details of the chosen bid and defines the basis for the remainder of the procurement process, including (if appropriate) details of any costs payable to the preferred bidder should the procurement terminate early through no fault of the bidder, and the bidder will be given three months (excluding the time required for any Contracting Authority internal approvals) to complete its design and the contract technical schedules, ready for the Contracting Authority to execute. Should the contract presented to the Contracting Authority demonstrate the same (or better) price and guaranteed savings in existing costs, then the Contracting Authority is expected to execute the contract. If the Contracting Authority does not execute the contract, then it will be expected to cover any pre-agreed (in the preferred bidder letter and membership agreement) bidder and NCIS costs associated with those three months (save to the extent that the non-execution of the contract is due to the actions of the bidder). An extension of approximately one month is possible (at the discretion of the Contracting Authority) to the three month process, and delays caused by the internal approvals of the Contracting Authority do not count as part of the time period.

A Supplier will be considered at fault if it does not carry out the agreed studies and investigations, or complete the contract within the allotted time, or admits that it cannot deliver its bid, at that time the preferred bidder letter will terminate. Any delays caused by the Contracting Authority will be excluded from any calculation of delays. The Contracting Authority may continue with the project despite any shortcomings in scope, studies or time, should it choose to do so.

**Route 2** (the alternate mini competition route available to qualifying projects) continues as follows:

When ready, the Contracting Authority will release its ITP to the Suppliers previously selected at the interview stage. The ITP will invite shortlisted Suppliers to present their proposals for an IGA after selection. The presentation will take the form of a presentation of a detailed proposal, and an interview.

At the interviews each Supplier will explain how they will progress the IGA, bid costing, business case and contract completion to the evaluation team. They will explain their record, their approach and their financial model which explains how they will prove value for money in the absence of price competition. The interviews and the proposal information are scored formally under the Evaluation Criteria. The interviews will take the form of a presentation by the Supplier, addressing the Evaluation Criteria, and the proposed solution, and the Contracting Authority teams (strategic, financial and technical) will each score the presentation and any answers to questions using their professional judgement.

As no firm financial information will be presented the score will be out of 100% as per the Evaluation Criteria. All Suppliers are deemed to have accepted this process when joining the Framework .

The Contracting Authority and CEF will work together to evaluate the bids, seek and evaluate clarifications, and choose the bid that offers the best price-quality ratio, add a recommendation sheet and send it to the Contracting Authority board for approval.

The Framework Manager may require performance bonds from the Bidder of up to £50,000 for any mini-competition carried out under the Framework. The requirement for such bonds, if sought, will be set out in the ITP or ITT for the Call-Off and will be to ensure that shortlisted or single bidders selected to bid for a Call-Off do so, or that the Bidder will compensate the Contracting Authority and Framework Manager for wasted bid costs up to the bid bond sum. This means that if the Bidder does not produce a compliant bid, when it has agreed to do so, it will recompense wasted costs up to the capped amount of the bond (up to £50,000).

Should the Contracting Authority board withhold approval, the mini-competition will stop, without cost to the Contracting Authority. Should the Contracting Authority approve the proposed appointment of the preferred bidder, then the parties will seek to agree a preferred bidder letter that sets out the details of the chosen bid and defines the basis for the remainder of the procurement process, including (if appropriate) details of any costs payable to the preferred bidder should the procurement terminate early through no fault of the bidder, and the bidder will be given three months (excluding the time required for any Contracting Authority internal approvals) to complete its design and the contract technical schedules, ready for the Contracting Authority to execute. Should the contract presented to the Contracting Authority demonstrate the same (or better) price and guaranteed savings in existing costs, then the Contracting Authority is expected to execute the contract. If the Contracting Authority does not execute the contract, then it will be expected to cover any pre-agreed (in the preferred bidder letter and membership agreement) bidder and NCIS costs associated with those three months (save to the extent that the non-execution of the contract is due to the actions of the bidder). An extension of approximately one month is possible (at the discretion of the Contracting Authority) to the three month process, and delays caused by the internal approvals of the Contracting Authority do not count as part of the time period.

A Supplier will be considered at fault if it does not carry out the agreed studies and investigations, or complete the contract within the allotted time, or admits that it cannot deliver its bid, at that time the preferred bidder letter will terminate. Any delays caused by the Contracting Authority will be excluded from any calculation of delays. The Contracting Authority may continue with the project despite any shortcomings in scope, studies or time, should it choose to do so.



## 14. LIST OF SCHEDULES AND APPENDICES

SCHEDULE.	Title	Contents	Action
A	A.1 Framework Specification	Specification of the subject matter of the procurement	Bidders should read the specification and ensure they can provide the services listed.
	A.2 Sample Specification (Call Off Contracts)	Example specification of a Call Off Contract Specification	This document is provided for information only as the kind of project-specific specification and guidance that is issued for each Call-Off mini competition.
B	B.1 Specimen framework agreement (including all Schedules and Appendices)	<ul style="list-style-type: none"> <li>Framework agreement</li> </ul>	Read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – Form of Offer
	B.1.1 NHS framework agreement for the supply of goods and the provision of services (December 2016)	NHS framework agreement for the supply of goods and the provision of services	
	B.2 Specimen CEF standard form contract (released following receipt by CEF of a signed Schedule H NDA from the Bidder)	Version 6.0 of the standard Framework Call-Off terms and conditions based on an operating lease structure, with a summary of the key differences required when following a service contract structure	<p>Return a completed and signed copy of the NDA contained within Schedule H to CEF. That will enable CEF to release a copy of this schedule.</p> <p>Bidders should then read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – Form of Offer</p>
C	Prerequisites	Mandatory/discretionary and minimum requirements of all Bidders	Bidders are required to complete all questions in prerequisites in SCHEDULE C. Alternatively; Bidders may submit their European Single Procurement Document, which must be completed in full (in place of Parts 1 and 2 of SCHEDULE C) and then just Part 3 of SCHEDULE C.
D	Technical	Technical criteria to be	This document once completed should be uploaded as part of tender response to the e-

	Schedule	assessed within this document	sourcing portal
E	Commercial Schedule	Commercial offerings to be detailed within this document	This document once completed (in accordance with the guidance in section 11.3.1 above) should be uploaded as part of tender response to the e-sourcing portal
F	Form of Offer	Formal commitment of Bidder to tender offer	The Schedule should be marked up to include the Bidders details where indicated with square brackets. No other changes to the document will be accepted. A copy must then be printed and signed (with a manuscript signature - typed signatures will not be accepted) by an appropriate person with the authority to commit the Bidder to the Form of Offer. The document must then be dated, scanned and attached to a message submitted via the e-sourcing portal.
G	Certificate of Non Canvassing	Confirmation from the Bidder that it has not and will not Canvas the Framework Manager or Contracting Authorities	This document once completed should be uploaded as part of tender response to the e-sourcing portal
H	Non-Disclosure Agreement	Formal commitment to maintain the confidentiality of CEF information	The Schedule should be marked up to include the Bidders details where indicated with square brackets. No other changes to the document will be accepted. A copy must then be printed and signed (with a manuscript signature –typed signatures will not be accepted) by an appropriate person with the authority to commit the Bidder to the Non-Disclosure Agreement. The document must then be dated, scanned and attached to a message submitted via the e-sourcing portal.
I	Specimen Parent Company Guarantee (A guarantee to be used by a parent company or parent organisation to guarantee the performance of its subsidiary or	I.1 A document to guarantee to the Framework Manager the Bidder's performance under the Framework Agreement	Either or both of these documents will be used when a Parent Company Guarantee is required (section 11.1 above).
		I.2 A document to guarantee to a Contracting Authority entering into a Call-Off contract with the Bidder the Bidder's performance under the	

	'child' organisation. )	the Call-Off contract	
Appendix 1	Glossary of Terms		This document is provided for reference and should be read alongside any capitalised terms or acronyms contained within this ITT or its Schedules.
Appendix 2	Illustration of Contractual Relationships		This document is provided for information only.