



Crown
Commercial
Service



Ministry
of Defence

INVITATION TO TENDER

MOD LICENCE ACQUISITION TRAINING

REFERENCE NUMBER

RM3805

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service (referred to as the 'Agent' within this Invitation to Tender (ITT)) on behalf of the Ministry of Defence (MoD).
<https://www.gov.uk/government/organisations/ministry-of-defence>.
- 1.2 The MoD is referred to as the 'Authority' in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as 'Potential Provider'.
- 1.3 This Procurement will establish 7 single-Supplier Contracts for Licence Acquisition Training.
- 1.4 This Invitation to Tender (ITT) contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 15.
- 1.5 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure how to respond, please submit a question in accordance with the instructions at paragraph 9.
- 1.6 The Terms of Participation at Attachment 6 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Agent. You must confirm in the online 'Participation Requirements' questionnaire (question PR1) that you accept the Terms of Participation. If you do not provide this acceptance by answering 'Yes' you will be excluded from this Procurement.
- 1.7 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors, please read the guidance in paragraph 8.
- 1.8 The Agent is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Agent (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Agent will not be under any obligation to contact any other point of contact.
- 1.9 The e-Sourcing Suite messaging service facilitates all messages sent to you (from the Agent) and from you (to the Agent) in relation to this Procurement. Please note it is your responsibility to ensure that you access these messages through the e-Sourcing Suite on a regular basis to ensure that you have sight of all relevant information and have access to all messages sent to you by the Agent.
- 1.10 Your responses to the Participation Requirements and Selection Questionnaire (Attachment 2) and the Award Questionnaire (Attachment 3) have been designed to be completed online in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found at Attachment 8 – Supplier Guidance Document.
- 1.11 You are welcome to ask questions or seek clarification regarding this Procurement. Please refer to paragraph 9 for details on how to do so. Please make sure you have read all of the information contained within the ITT (and its Attachments) carefully first.
- 1.12 The Agent is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations).

2. BACKGROUND TO THE REQUIREMENT

- 2.1 The Authority's Defence School of Transport (DST) is the training delivery authority for all wheeled driver training for Defence. The DST's responsibility ranges from licence acquisition through to specialist vehicle platform training and mechanical transport-related management courses.
- 2.2 The Authority's personnel frequently require licence acquisition training in order to drive the vehicles they are expected to operate in the course of their duties. To meet the statutory and legal obligations set for the DST, the Authority's personnel must hold the appropriate category of licence to operate military vehicles legally on public roads.
- 2.3 The purpose of this Procurement is to appoint a single Supplier to each of the 7 Contracts to provide Licence Acquisition Training (LAT) to the Authority's personnel.

3. THE CONTRACTS

- 3.1 This Procurement will result in the award of 7 single-Supplier Contracts to successful Potential Providers. Once the Contracts have been executed those successful Potential Providers will become Suppliers.
- 3.2 The Contract (including Contract Schedules) terms and conditions are available at Attachments 4 - Contract Terms and Conditions, 4b – Specification (Contract Schedule 2, and 12 (DEFCONS and DEFFORMS). Please carefully review these documents so that you fully understand the rights and obligations it confers on the parties.
- 3.3 The Contract terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 9). If, in its sole discretion, the Agent accepts that there is either ambiguity or error, then it will make appropriate amendments.
- 3.4 Following the Agent's decision to award, each Contract will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's charges and approach to delivering the Services.
- 3.5 Each Contract will be available for use by the Authority, as described in the OJEU Contract Notice.
- 3.6 The Authority will manage the performance of the Supplier in relation to this Contract.

4. REQUIREMENTS, LOT STRUCTURE, AND CONTRACT VALUE

- 4.1 A detailed description of the Services that the Supplier will be required to supply for each of the 7 Lots is set out at Attachment 4b – Specification (Contract Schedule 2) and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at:

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>

- 4.2 The Services covered by this Procurement have been sub-divided into 7 Lots, namely:

Lot	Description
Lot 1	Delivery of Category B / B+E / C / C+E / D / D1 / D1+E LAT (Scotland region)
Lot 2	Delivery of Category B / B+E / C / C+E / D / D1 / D1+E LAT (Northern Ireland region)

Lot	Description
Lot 3	Delivery of Category B / B+E / C / C+E / D / D1 / D1+E LAT (Wales / West Midlands / North West region)
Lot 4	Delivery of Category B / B+E / C / C+E / D / D1 / D1+E LAT (South / South West / South East / London region)
Lot 5	Delivery of Category B / B+E / C / C+E / D / D1 / D1+E LAT (North East / East Midlands region)
Lot 6	Delivery of Category B / B+E LAT (nationally at Phase 2 training establishments)
Lot 7	Delivery of Category C / C+E LAT (nationally at Phase 2 training establishments)

- 4.3 The requirements for all Lots (Lots 1 – 7) have been included within Attachment 4b – Specification (Contract Schedule 2). Within this document, where a requirement is for a specific Lot (or specific Lots) this has been indicated in brackets at the end of the requirement in question. In the event that you are successfully awarded a Lot, any requirements that are not applicable to the Lot you are awarded will be removed from the final version of Contract Schedule 2.
- 4.4 A single-Supplier Contract award will be made in each of the 7 Lots.
- 4.5 Potential Providers are permitted to bid for all or any combination of the 7 Lots. However, to support the assurance of continuity of supply and to reduce supply chain risk, a Potential Provider may only be awarded a Contract in one of Lots 1 – 5 (inclusive), and a Potential Provider may only be awarded a Contract in either Lot 6 or Lot 7. This means that the maximum possible number of Contracts a Potential Provider may be awarded as a result of this Procurement is 2, namely:
- 4.5.1 A Contract in one of Lots 1 – 5 (inclusive); and
- 4.5.2 A Contract in either Lot 6 or Lot 7.
- 4.6 Where a Potential Provider is successful in one of Lots 1 – 5, any Tender it has submitted for any other Lot in Lots 1 – 5 will be excluded from consideration for the purposes of this Procurement. Potential Providers are required to set out their order of preference at question SQ6.2 of the Selection Questionnaire for which Lot they wish to be awarded (in the event that their Final Score is ranked first in more than one of Lots 1 – 5).
- 4.7 Where a Potential Provider is successful in either Lot 6 or Lot 7, any Tender it has submitted for the other Lot (i.e. either Lot 6 or Lot 7) will be excluded from consideration for the purposes of this Procurement. Potential Providers are required to set out their order of preference at question SQ6.3 of the Selection Questionnaire for which Lot they wish to be awarded (in the event that their Final Score is ranked first in both Lot 6 and Lot 7).
- 4.8 The estimated value of each Contract that shall be awarded as a result of this Procurement is set out in the OJEU Contract Notice.
- 4.9 Potential Providers **must note** that the Authority, based on historical data and its forecast, has made its best estimate of the volume of Services required in each of the

7 Lots. However, while the Authority is committed to sourcing its licence acquisition training, as and when required, from the successful Supplier in each Lot, it does not make any commitment that the estimated volume of Services in each Lot will be realised, or that any specific volume of Services will be required in any Lot.

- 4.10 For Lot 6 and Lot 7, Potential Providers **must note** that the Authority is currently considering a proposal to move the location of some of its licence acquisition training, which is currently delivered at DST Leconfield (in East Yorkshire), to RM Lymptstone (in Devon). This proposal will undergo further investigation and is subject to trade union consultation. However, if this proposal goes ahead this change is likely to occur during the duration of the Contract, and the Authority will work with the successful Suppliers in Lot 6 and Lot 7 respectively to manage this change.
- 4.11 For Lot 6 and Lot 7, Potential Providers **must note** that the Authority will move the location of some of its licence acquisition training, which is currently delivered at Deepcut (in Surrey), to Worthy Down (in Hampshire). This move is expected to happen in 2018/19, and the Authority shall work with the successful Suppliers in Lot 6 and Lot 7 respectively to manage this change.

5. TUPE

- 5.1 The 7 Contracts that will be established as a result of this Procurement will replace 22 existing contracts that the Authority currently has with 4 incumbent suppliers for the delivery of licence acquisition training services. 5 of the 7 Contracts (Lots 1 – 5) will operate on a regional basis and Lots 6 and 7 will operate on a national basis at Phase 2 training establishments. Of the 22 existing contracts, 16 operate on a regional basis, 5 operate at Phase 2 training establishments, and 1 operates both on a regional basis and at Phase 2 training establishments.
- 5.2 For Lot 2, the Agent considers that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) is unlikely to apply to the Contract awarded as a result of this Procurement. This is on the basis that the incumbent supplier delivering the existing contract for the Northern Ireland region has indicated TUPE will not apply to any of its employees because it does not have organised grouping of employees dedicated to providing licence acquisition training services to the Authority. Therefore, for Lot 2, the prices that you submit should not take any TUPE costs into account.
- 5.3 For Lot 1, and Lots 3 – 7, the Agent considers that TUPE may apply to the Contracts awarded as a result of this Procurement on the basis that the activities carried out on behalf of the Authority are to remain fundamentally the same. There may also be organised groupings of employees dedicated to providing licence acquisition training services in 21 of the 22 existing contracts that the Authority currently has in place.
- 5.4 For all Lots, it is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contracts that will be established as a result of this Procurement.
- 5.5 On the basis that TUPE may apply in Lot 1, and Lots 3 – 7, the Agent has acquired information relating to the employees of the 3 incumbent suppliers that have indicated that TUPE may apply. The Agent and the Authority make no representation that the information is complete or accurate, or that the information provides an indication of the resources that will be required to deliver the Services.
- 5.6 For Lot 1, and Lots 3 – 7, the prices that you submit must incorporate all costs associated with TUPE. No additional costs will be accepted by the Authority other than the prices you submit within Attachment 5 – Pricing Matrix as part of your Tender response.

- 5.7 Potential Providers shall not at any time make use for their own purpose, or disclose to any person (except as may be required by law), any of the TUPE information provided to them (whether communicated orally, electronically, or in writing). The TUPE information shall be deemed to be strictly confidential and for use solely in connection with the preparation of Tenders and the administration of any Contract established as a result of this Procurement.
- 5.8 To receive the TUPE information, you are required to complete the Non-Disclosure Agreement (Attachment 11) and return via the e-Sourcing Suite messaging facility. On receipt of your completed Non-Disclosure Agreement, the Agent will then send you the TUPE information via the e-Sourcing Suite messaging facility.
- 5.9 Potential Providers are advised to review Clause 29 and Contract Schedule 11 (Staff Transfer) to review the indemnities that you shall be required to provide and receive. No further indemnities will be given on the award of any Contract under this Procurement.

6. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
12/09/2016	Despatch of the OJEU Contract Notice
14/09/2016	Clarification period starts
28/09/2016	Clarification period closes ("Tender Clarifications Deadline")
05/10/2016	Deadline for the publication of responses to Tender Clarification questions
15:00 BST 12/10/2016	Deadline for submission of Tenders to the Agent ("Tender Submission Deadline")
02/12/2016	Intention to award notices issued to successful and unsuccessful Potential Providers
12/12/2016	10 day Standstill Period (in accordance with Regulation 87) ends at midnight on this day
01/01/2017	Expected commencement date for the Contract

7. COMPLETING AND SUBMITTING A TENDER

- 7.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and its Attachments.
- 7.2 You are strongly advised to read through all of the documentation first to ensure you understand how to submit a fully compliant Tender.

- 7.3 The Agent utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:
- 7.3.1 It is your responsibility to ensure that you submit a fully compliant Tender.
 - 7.3.2 You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
 - 7.3.3 Any incomplete or incorrect submissions may be deemed non-compliant, and as a result you may be excluded from further participation in the Procurement process.
 - 7.3.4 Allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 7.4 For technical guidance on how to complete questions and text fields, and how to upload any requested attachments, please refer to Attachment 8 – Supplier Guidance Document.
- 7.5 In order for your Tender to be compliant, you are required to submit, through the e-Sourcing Suite, the following information and documents:
- 7.5.1 Participation Requirements and Selection Questionnaire (in the e-Sourcing Suite);
 - 7.5.2 Award Questionnaire (in the e-Sourcing Suite);
 - 7.5.3 Attachment 5 – Pricing Matrix (uploaded as an attachment to question PQ1 in the e-Sourcing Suite); and
 - 7.5.4 Attachment 9 – Contract Population Template as part of your response to Question SQ6.4 of the Selection Questionnaire (uploaded as an attachment to question SQ6.4 in the e-Sourcing Suite).
- 7.6 **Additional Materials, Documents and Attachments**
- 7.6.1 You must adhere to the following instructions:
 - 7.6.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Agent.
 - 7.6.1.2 Any additional documents requested by the Agent must only be attached at the question level (not at Questionnaire Level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name, as specified by the Agent in the question. Any additional documents required must be submitted in the format requested by the Agent.
- 7.7 **Data Entry**
- 7.7.1 A fully compliant Tender must adhere to the following instructions:
 - 7.7.1.1 All responses must be inserted into the relevant text field (located beneath the relevant question in the e-Sourcing Suite). No attachments are permitted except where specifically requested by the Agent. Only information entered into the relevant text fields will be taken into consideration for the purposes of evaluating a Tender.
 - 7.7.1.2 The Tender must be submitted in the English (UK) language.

- 7.7.1.3 You must answer all questions accurately and as fully as possible within the character limits specified.
- 7.7.1.4 All prices submitted must be in British Pounds (£) and must be excluding VAT;
- 7.7.1.5 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
- 7.7.1.6 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
- 7.7.1.7 The Agent will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.

7.8 **Deadline for the submission of Tenders**

- 7.8.1 All Tenders must be received by the Agent before the Tender Submission Deadline (see the Procurement Timetable in paragraph 6 for details).
- 7.8.2 Tenders received on or after the Tender Submission Deadline may be rejected by the Agent. The decision whether to reject a Tender received after the Tender Submission Deadline is entirely at the Agent's discretion.

7.9 **Uploading and submitting a Tender**

- 7.9.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 7.9.2 All Tenders must be submitted to the Agent using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 7.9.3 Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Attachment 8 – Supplier Guidance Document for details of how to formally submit the Tender.
- 7.9.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses, and attached any requested attachments, through the e-Sourcing Suite. You cannot modify your Tender after the Tender Submission Deadline.
- 7.9.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 7.9.6 Your Tender must remain valid and capable of acceptance by the Agent for a period of 120 days following the Tender Submission Deadline. Any attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

7.10 **Confidentiality**

- 7.10.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.
- 7.10.2 The Agent may disclose information provided by a Potential Provider in accordance with Regulation 21(2) of the Regulations.

7.10.3 Customer contacts named in the Selection Questionnaire do not owe the Agent any duty of care or have any legal liability, except for any maliciously false statements of fact.

7.10.4 The Agent confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Authority.

7.11 **Specific Losses**

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

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

8.1 It is important that your Tender conveys a complete and accurate picture of how the Agent's minimum requirements for legal, economic, technical, and professional capacity, as set out in the Attachment 2 - Participation Requirements and Selection Questionnaire and Evaluation Guidance, will be satisfied. This means the Agent needs clarity on how bids are structured in terms of organisations contributing to them.

8.2 The Agent is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the following guidance set out in this paragraph 8 must be followed.

8.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the members of the Group of Economic Operators that, if awarded, will ultimately enter into a Contract with the Authority and assume liability for performance of the Contract (the "**Potential Provider**"), subject to paragraph 8.6 below.

8.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 8.8), no organisation other than the Potential Provider will be able to provide Services through the Contract, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.

8.5 **Sub-contracting proposals:**

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

8.5.2 The Agent does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Contract. There is no need to specify sub-contractors providing general services to the Potential Provider (such as window cleaners etc.) that indirectly enable the Potential Provider to perform the Contract. Please read the definition of Sub-Contractor in paragraph 15.

8.5.3 If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Services

in accordance with the requirements of the question and the Contract, you must inform the Agent in your Tender.

- 8.5.4 A Potential Provider's Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor's role, capability, and experience, as the context of the question requires.

8.6 **Group of Economic Operator proposals:**

- 8.6.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so with all parties signing the resultant Contract and assuming joint and several responsibility for the performance of the Contract.
- 8.6.2 Please note that, in accordance with Regulation 19(6), the Agent may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Contract. In this case, the Agent is also likely to require the members of the Group of Economic Operators to nominate a Contract Guarantor for the single legal entity's performance of the Contract.
- 8.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 8.6.4 The Lead Contact should complete question SQ2d in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire Contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 8.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Contract, it must inform the Agent in its Tender.
- 8.6.6 The Tender submitted by the Lead Contact must clearly identify, in response to any question when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role, capability and experience as the context of the question requires.

8.7 **Queries**

- 8.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Agent at the earliest opportunity in accordance with paragraph 9.

8.8 **Changes to the contracting arrangements**

- 8.8.1 The Agent recognises that arrangements in relation to Sub-Contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Agent will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of any Contract.

8.8.2 If you are awarded a Contract, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 30 (Supply Chain Rights and Protection) of Attachment 4 – Contract Terms and Conditions.

8.9 Declaration of Compliance

8.9.1 The Agent requires you, as either the Potential Provider or Lead Contact, to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance (Attachment 7). You do this in the e-Sourcing Suite (Participation Requirements Questionnaire question PR3). If you do not answer 'Yes' to this confirmation you will be excluded from this Procurement. This provides the Agent with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation (Attachment 6).

9. QUESTIONS AND CLARIFICATIONS

9.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable set out at paragraph 6). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.

9.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Agent will publish all of its responses to questions asked and or clarifications raised by you in the "Attachments" section of the e-Sourcing Suite.

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

9.4 Questions asked and / or clarifications raised will be responded to in a "Questions and Answers" document, which will be available in the "Attachments" section of the e-Sourcing Suite. Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular intervals (approximately every 2 to 3 working days).

9.5 The Agent will endeavour to publish responses to all questions outstanding at the end of the clarification period before the deadline for the publication of responses to Tender Clarification questions (see Procurement Timetable set out in paragraph 6).

9.6 If you wish to ask a question or seek clarification in confidence you must notify the Agent and provide your justification for withholding the question and any response. If the Agent does not consider that there is sufficient justification for withholding the question and the corresponding response, the Agent will inform you and you will have an opportunity to withdraw the question or clarification. If the question and / or clarification is not withdrawn, then the response will be issued to all Potential Providers.

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

9.8 You are responsible for monitoring the e-Sourcing Suite, and the "Questions and Answers" document in particular, for any responses to questions, general clarifications, or other information issued by the Agent. This content may include important information that could affect how you complete your Tender response.

10. OVERVIEW OF THE EVALUATION PROCESS

10.1 This paragraph 10, and paragraphs 11, 12, and 13 below, set out and explain the procedure, stages, and process by which the Agent will assess your Tender. The evaluation procedure is divided into the following key stages, which the Agent may decide to run concurrently;

10.1.1 Compliance / validation – The Agent will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the Participation Requirements questionnaire within the e-Sourcing Suite, in accordance with paragraph 11 below (“**Compliance / Validation Stage**”). Non-compliant Tenders may be excluded from this Procurement by the Agent.

10.1.2 Selection – The Agent will assess your responses to the Selection Questionnaire (Attachment 2) in accordance with paragraph 12 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Agent.

10.1.3 Award – The Agent will assess your responses to the Award Questionnaire (Attachment 3) in accordance with paragraph 13 below (“**Award Stage**”).

10.2 Consensus Marking Procedure

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

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

10.2.2.1 Independent evaluation; and

10.2.2.2 Group consensus marking.

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

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

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

10.2.4.2 The consensus manager will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus manager will facilitate discussion amongst the evaluators regarding the marks awarded and the related justifications.

10.2.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 – Participation Requirements and

Selection Questionnaire and Evaluation Guidance, and Attachment 3 – Award Questionnaire, Response Guidance, Evaluation Guidance, and Marking Scheme. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider's answer to the question.

10.2.4.4 The consensus manager will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.

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

10.2.5 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be secured by the consensus manager to ensure no further modifications are made to the consensus marks and justifications.

11. COMPLIANCE / VALIDATION STAGE

11.1 Prior to commencing the formal evaluation process, tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders may be rejected by the Agent without proceeding to the next stage of evaluation. This shall include instances where the Agent asks the Potential Provider further questions, or seeks clarification, in respect of its Tender, but the Potential Provider fails to produce a satisfactory response.

11.2 If you cannot answer 'Yes' to questions PR1, PR2, and PR3 of the Participation Requirements questionnaire (Attachment 2), your Tender shall be excluded from further participation in this procurement.

11.3 If you cannot answer 'Yes' to questions PR4, PR5 PR6 of the Participation Requirements questionnaire (Attachment 2) you are at significant risk of not submitting a compliant Tender.

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

12. SELECTION STAGE EVALUATION

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

12.2 Stage 1 – Selection Questionnaire Section 5 – Economic and Financial Standing

12.2.1 The information you submit in Selection Questionnaire Section 1 – Potential Provider Information and Section 2 – Tendering Model will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1a that a Contract Guarantee will be provided, the Agent will perform an assessment of the proposed Contract Guarantor's economic and financial standing in accordance with this paragraph 12.2.

12.2.2 The Agent uses a credit reference agency (Experian) as the first step in determining financial risk. The Agent will request an Experian financial risk score based on the information provided in response to the Selection Questionnaire. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is 51 or

more (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.

- 12.2.3 If any of the following circumstances arise:
- 12.2.3.1 the score provided by Experian (where a standard UK score is available) is less than 51;
 - 12.2.3.2 the score is less than the equivalent risk level above (where a standard international score is available); or
 - 12.2.3.3 no standard Experian score is available for your organisation,
- 12.2.4 then the Agent may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Contract Guarantor (as the case may be):
- 12.2.4.1 a statement of your turnover, profit and loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation; or
 - 12.2.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 12.2.4.3 an alternative means of demonstrating financial status if any of the above are not available (for example, a forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts, or an alternative means of demonstrating financial status).
- 12.2.5 The Agent will use the information described in paragraph 12.2.4, in addition to a detailed Experian report (where available), to assess whether your organisation's, or your proposed Contract Guarantor's, financial risk is average or better. This will be performed using the Agent's financial assessment template which can found at Attachment 10 – Financial Assessment Template, which covers a range of financial risk indicators.
- 12.2.6 If the Agent then determines (in accordance with paragraph 12.2.5) that the financial risk is determined as being 'average or better', then your Tender will proceed to Stage 2 of the Selection Stage evaluation process.
- 12.2.7 If the Agent determines (in accordance with paragraph 12.2.5) that the financial risk is determined as being 'worse than average', then the Agent may (in its sole discretion) request that you nominate a Contract Guarantor. If you nominate a Contract Guarantor the Agent will undertake the steps at paragraphs 12.2.2 to 12.2.6 in respect of the proposed Contract Guarantor.
- 12.2.8 If, after evaluating all the information requested and provided, the level of financial risk is still deemed not acceptable, or where the requested information at 12.2.4 has not been provided, then the Tender will be excluded from further involvement in the Procurement.
- 12.2.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having a 'worse than average' risk level following this assessment, then the relevant member(s) will be required to obtain a Contract Guarantee. The Agent will undertake the steps at paragraphs 12.2.2 to 12.2.6 in respect of the proposed Contract Guarantor. If a Contract Guarantor cannot be provided and the level of financial risk

remains not acceptable, the Tender will be excluded from further involvement in this Procurement.

12.3 **Stage 2 - Selection Questionnaire Sections 3 and 4 – Grounds for Exclusion**

12.3.1 In certain circumstances the Agent is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'No' to every statement in Section 3 - Grounds for Mandatory Exclusion of the Selection Questionnaire (Attachment 2) then, subject to paragraph 12.3.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

12.3.2 The Agent is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to Section 4 – Grounds for Discretionary Exclusion of the Selection Questionnaire (Attachment 2) apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 12.3.3, that your Tender will be excluded from this Procurement.

12.3.3 'Self-Cleaning' (covering both mandatory and discretionary exclusion):

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

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

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

12.4 **Stage 3 – Selection Questionnaire Section 7 Contract Specific Questions (Evaluated) and Section 8 – Technical and Professional Ability.**

12.4.1 Responses to questions in Section 7 – Contract Specific Questions (Evaluated) of the Selection Questionnaire will be assessed and awarded a 'pass' or a 'fail' based on the criteria set out in the Attachment 2 – Participation Requirements and Selection Questionnaire and Evaluation Guidance.

12.4.2 If a response to a question in Section 7 – Contract Specific Questions (Evaluated) is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage and will be excluded from further consideration for the purposes of this Procurement.

12.4.3 Evaluators will assess the responses to the questions in Section 8 - Technical and Professional Ability (Previous Supply) and award a 'pass' or a 'fail' based on the criteria set out in the Attachment 2 – Participation Requirements and Selection Questionnaire and Evaluation Guidance. The evaluation of

responses will be completed in accordance with the Consensus Marking Procedure.

12.4.4 If, following completion of the Consensus Marking Procedure, any response to a question in Section 8 has been determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage and will be excluded from further consideration for the purposes of this Procurement.

12.5 Selection of Tenders for the Award Stage evaluation

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

- 12.5.1.1 pass the compliance / validation checks set out at paragraph 11 above;
- 12.5.1.2 meet the economic and financial standing requirements at Stage 1 above (set out at paragraph 12.2);
- 12.5.1.3 meet the standards set out in Regulation 58 at Stage 2 above (set out at paragraph 12.3); and
- 12.5.1.4 achieve a 'pass' to all the questions in Stage 3 above (set out at paragraph 12.4);

will proceed to the Award Stage evaluation (as described in paragraph 13). All other Tenders will be excluded from this Procurement.

12.6 Potential Providers who do not meet the criteria at the Selection Stage evaluation or are excluded on grounds of non-compliance will be notified accordingly.

13. AWARD STAGE EVALUATION

13.1 Once the Potential Provider's Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and the prices submitted in Attachment 5 – Pricing Matrix, which shall be evaluated in accordance with this paragraph 13.

13.2 In each Lot, the Award Stage evaluation will comprise of:

- 13.2.1 an evaluation of Potential Provider's answers to the Award Questionnaire ("**Quality Evaluation**"); and
- 13.2.2 an evaluation of the prices tendered in Attachment 5 – Pricing Matrix ("**Price Evaluation**").

13.3 The Quality Evaluation is weighted as 60% of the Final Score. The Price Evaluation is weighted as 40% of the Final Score. The maximum available Quality Score and Price Score for each Lot is as follows:

Lot	Maximum Available Quality Score	Maximum Available Price Score	Maximum Available Final Score
Lot 1	60	40	100
Lot 2	60	40	100
Lot 3	60	40	100
Lot 4	60	40	100
Lot 5	60	40	100

Lot 6	60	40	100
Lot 7	60	40	100

13.4 In each Lot, the maximum possible Final Score that can be achieved by a Potential Provider will be 100 (being the combined sum of the maximum available score achievable for the Quality Evaluation (60) and the Price Evaluation (40)).

13.5 Quality Evaluation Process for Lots 1 - 5

13.5.1 Questions AQA1 and AQA2 within the Award Questionnaire shall be evaluated on a pass / fail basis. If you receive a fail for question AQA1 and / or question AQA2 your Tender will be excluded from further participation in this Procurement.

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

13.5.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to questions AQB1, AQB2, AQB3, and AQB4 of the Award Questionnaire will be converted into a percentage in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Score Available for the question
25	25% of the Maximum Score Available for the question
50	50% of the Maximum Score Available for the question
75	75% of the Maximum Score Available for the question
100	100% of the Maximum Score Available for the question

13.5.4 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question (in accordance with the table at paragraph 13.5.3). The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 13.7 below. For example, if a Potential Provider achieved a mark of 50 out of 100 for a question and the Maximum Mark Available for that question was 10, the Potential Provider would receive a score of 5 (being 50% of the Maximum Score Available for that question).

13.5.5 When the score for each question has been determined, all of the scores will be added together to determine a total score out of 100. The total score out of 100 will then be multiplied by the quality weighting (i.e. 60%) to determine the overall quality score out of 60 ("**Quality Score**"). Please see the worked example below:

Question Number	Subject	Maximum Score Available	Mark	Score Achieved
AQB1	Instructors	30	100	30
AQB2	Training Vehicles	30	50	15

AQB3	Delivery of Licence Acquisition Training	15	75	11.25
AQB4	Account Management (Lots 1 – 5 only)	25	25	6.25
Total score out of 100:				62.50
Total score out of 100 multiplied by 60% quality weighting:				37.50
Quality Score out of 60:				37.50

13.6 Quality Evaluation Process for Lot 6 and Lot 7

- 13.6.1 Questions AQA1 and AQA2 within the Award Questionnaire shall be evaluated on a pass / fail basis. If you receive a fail for question AQA1 and / or question AQA2 your Tender will be excluded from further participation in this Procurement.
- 13.6.2 The evaluation of each of the scored questions in the Award Questionnaire (questions AQB1, AQB2, AQB3, and AQB5) will be conducted and consensus checked in accordance with the Consensus Marking Procedure.
- 13.6.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to questions AQB1, AQB2, AQB3, and AQB5 of the Award Questionnaire will be converted into a percentage in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Score Available for the question
25	25% of the Maximum Score Available for the question
50	50% of the Maximum Score Available for the question
75	75% of the Maximum Score Available for the question
100	100% of the Maximum Score Available for the question

- 13.6.4 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question (in accordance with the table at paragraph 13.6.3). The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 13.7 below. For example, if a Potential Provider achieved a mark of 50 out of 100 for a question and the Maximum Mark Available for that question was 10, the Potential Provider would receive a score of 5 (being 50% of the Maximum Score Available for that question).
- 13.6.5 When the score for each question has been determined, all of the scores will be added together to determine a total score out of 100. The total score out of 100 will then be multiplied by the quality weighting (i.e. 60%) to determine the overall quality score out of 60 ("**Quality Score**"). Please see the worked example below:

Question Number	Subject	Maximum Score Available	Mark	Score Achieved
AQB1	Instructors	30	100	30
AQB2	Training Vehicles	30	50	15
AQB3	Delivery of Licence Acquisition Training	15	75	11.25
AQB5	Account Management and On-site Management <i>(Lots 6 and 7 only)</i>	25	25	6.25
Total score out of 100:				62.50
Total score out of 100 multiplied by 60% quality weighting:				37.50
Quality Score out of 60:				37.50

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

Section		Marking Scheme	Maximum Score Available Lots 1 – 5	Maximum Score Available Lots 6 – 7
Section A – Mandatory Requirements				
AQA1	Mandatory Requirements	Pass / Fail	N/A	N/A
AQA2	Implementation	Pass / Fail	N/A	N/A
Section B – Scored Questions				
AQB1	Instructors	0/25/50/75/100	30	30
AQB2	Training Vehicles	0/25/50/75/100	30	30
AQB3	Delivery of Licence Acquisition Training	0/25/50/75/100	15	15
AQB4	Account Management <i>(Lots 1 – 5 only)</i>	0/25/50/75/100	25	
AQB5	Account Management and On-Site Management <i>(Lots 6 – 7 only)</i>	0/25/50/75/100		25

13.8 Price Evaluation Process

13.8.1 You are required to download Attachment 5 – Pricing Matrix from the e-Sourcing Suite.

13.8.2 The instructions in this section 13.8 refer to Attachment 5 – Pricing Matrix and should be read in conjunction with that Attachment.

- 13.8.3 Attachment 5 – Pricing Annex is an Excel file which contains 8 separate worksheets. Potential Providers are advised to read the worksheet labelled “**Instructions – READ FIRST**” before completing Attachment 5. Within Attachment 5 – Price Annex there is a separate worksheet for each of the 7 Lots. Each worksheet is labelled with the Lot number. You must complete the applicable worksheet for each Lot you are submitting a Tender for.
- 13.8.4 You are required to enter your organisation name in the cells provided within the worksheet labelled “Instructions – READ FIRST”.
- 13.8.5 For Lots 1 – 5, you are required to submit 7 prices in the cells highlighted in yellow within the applicable worksheet.
- 13.8.6 For Lot 6 and Lot 7, you are required to submit 2 prices in the cells highlighted in yellow within the applicable worksheet.
- 13.8.7 You are not permitted to submit a zero price (£0) for any of the required prices. If you submit a zero price (£0) for any of the required prices in any Lot, your Tender may be deemed by the Agent to be non-compliant. If a Tender is deemed to be non-compliant, the Agent may exclude the Tender from further participation in this Procurement.
- 13.8.8 If you fail to submit the required pricing information within Attachment 5 – Pricing Matrix your tender may be deemed by the Agent to be non-compliant. If a Tender is deemed to be non-compliant, the Agent may exclude the Tender from further participation in this Procurement.
- 13.8.9 You must not alter, amend or change the format or layout of Attachment 5 – Pricing Matrix. You must not insert, attach, or submit any notes or comments into any of the worksheets. Any such additional information will be disregarded by the Agent
- 13.8.10 You must upload your completed Attachment 5 – Pricing Matrix as an attachment to question PQ1 in the e-Sourcing Suite with a file name format of "Attachment 5 - [your organisation name_Pricing Matrix]".
- 13.8.11 For each Lot you are submitting a Tender for, the prices you submit in Attachment 5 – Pricing Matrix will be used to calculate your ‘Overall Total Price’ for the ‘basket’ of licences in each Lot. Within the worksheet for each specific Lot, your ‘Overall Total Price’ is displayed in cell **C5**.
- 13.8.12 In each Lot, the Potential Provider that submits the lowest Overall Total Price for the ‘basket’ of licences will be awarded the maximum possible Price Score of 40. The remaining Potential Providers will be awarded a percentage of the maximum possible Price Score of 40 equal to their Overall Total Price, relative to the lowest Overall Total Price submitted.
- 13.8.13 The calculation used to determine a Potential Provider’s Price Score is as follows:

$$\text{Price Score} = \frac{\text{lowest Overall Total Price}}{\text{Tender Overall Total Price}} \times 40 \text{ (maximum possible Price Score)}$$

13.8.14 Example:

- Potential Provider A submits the lowest Overall Total Price of £100,000. Potential Provider A is awarded the maximum possible Price Score of 40.

- Potential Provider B submits an Overall Total Price of £200,000 As the price is twice as expensive as Potential Provider A's price, Potential Provider B is awarded 50% of the maximum possible Price Score of 40, namely 20 (being 100,000 divided by 200,000, multiplied by the maximum possible Price Score of 40).

13.9 Price Evaluation methodology

- 13.9.1 The Price Evaluation process will be undertaken by different evaluators to those involved with the Quality Evaluation process.
- 13.9.2 The Price Evaluation process and resultant ranking of Potential Providers (along with the marks awarded) will be independently checked and verified by individuals not previously involved in this Procurement process.
- 13.9.3 If the price you have provided is identified as being abnormally low by the Agent, the Agent will take the following steps:
- 13.9.3.1 request in writing an explanation of the abnormally low price which may include explanations of one or more of the following;
- (a) the economics of the Services provided;
 - (b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
 - (c) the originality of the Services;
 - (d) your compliance with the provisions relating to environmental, social, labour laws referred to in Regulation 56 (2);
 - (e) your compliance with the sub-contracting obligations referred to in Regulation 71; and
 - (f) the possibility of you obtaining state aid;
- 13.9.3.2 take account of the evidence provided by the Potential Provider in response; and
- 13.9.3.3 subsequently verify with them the price being abnormally low.
- 13.9.3.4 Following the completion of the steps set out at 13.9.3.1 to 13.9.3.3 above, if the Agent determines the price you have provided is abnormally low, the Agent may exclude your Tender from further participation in this Procurement.
- 13.9.4 Following the Price Evaluation, each Potential Provider will have a score out of 40 for price ("**Price Score**").

14. FINAL DECISION TO AWARD

- 14.1 In each Lot, the Quality Score will be added to the Price Score to determine the Final Score for each Potential Provider ("**Final Score**"). The scores will be ranked with the highest Final Score in first place.
- 14.2 Following the full evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider that has the highest Final Score and is ranked first in a Lot, and who therefore offers the most economically advantageous Tender, will be awarded the Contract in that Lot.

- 14.3 The Agent will inform you, along with all other Potential Providers, of its intention to award a Contract via the e-Sourcing Suite.
- 14.4 Should the successful Potential Provider in a Lot decline to accept the Contract, it will be offered to the next ranked Potential Provider in that Lot, until it has been accepted.
- 14.5 Following a Standstill Period of ten (10) calendar days, and subject to there being no substantive challenge to that intention, Contracts will be formally awarded, subject to contract, to the successful Potential Providers.
- 14.6 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten (10) calendar days following the sending by the Agent (in this instance by electronic means) of the Agent's notice of decision to conclude the Contract tendered via the Official Journal of the European Union, during which the Agent must not conclude the Contract with the successful Supplier. It allows unsuccessful bidders the opportunity to raise any questions with the Agent that relate to the decision to award before the Contract is concluded. The Agent cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 14.7 The conclusion of each Contract is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

15. GLOSSARY

Agent	means Crown Commercial Service (CCS);
Attachment	means a document made available to Potential Provider in relation to this Procurement via the e-Sourcing Suite;
Authority	means the Ministry of Defence (MoD);
Award Questionnaire	means the award questionnaire, a copy of which is provided at Attachment 3 and set out in the online e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 13;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 10.2;
Contract	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider at the conclusion of this Procurement;
Contract Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Contract Schedule 18 (Contract Guarantee) granted pursuant to Clause 4 of the Contract (Guarantee);
Contract Guarantor	means any person acceptable to the Authority to give a Contract Guarantee;
Contract Schedule	means a schedule to the Contract;
Cyber Essentials	means one of the two levels of certification which are available under the Cyber Essentials Scheme;

Cyber Essentials Data	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
Cyber Essentials Scheme	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials Scheme can be found here: https://www.gov.uk/government/publications/cyber-essentialsscheme-overview ;
e-Sourcing Suite	means the online tender management and administration system used by the Agent;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 14.1;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary", the latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services;
Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Agent in relation to this Procurement;
Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire);
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 2 - Participation Requirements and Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire, Response Guidance, Evaluation Guidance, and Marking Scheme
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 13.7;

Occasion of Tax Non-Compliance	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ol style="list-style-type: none"> 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.</p>
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Overall Total Price	means a Potential Provider's price for the 'basket' of licences in a Lot that will be used to calculate the Potential Provider's Price Score in that Lot in accordance with paragraph 13.8;
Potential Provider	has the meaning in paragraph 1.2;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the price score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 13.8;
Procurement	means the process used to establish a Contract that facilitates the supply of the Services to the Authority as described in the OJEU Contract Notice;
Procurement Timetable	means the anticipated timetable for this Procurement set out at paragraph 6;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;

Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 13.5.5 for Lots 1 – 5, and in accordance with paragraph 13.6.5 for Lots 6 and 7;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012, as amended from time to time;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 12;
Services	means the services that will be provided by the Supplier, as set out at Attachment 4b – Specification (Contract Schedule 2);
Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ;
Standstill Period	has the meaning as set out in paragraph 14.6;
Sub-Contractor	means a third party which: <ul style="list-style-type: none"> a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the Services (or any part of them); pursuant to any contract or agreement (or proposed contract or agreement), other than the Contract;
Supplier	means a Potential Provider with whom the Authority has concluded a Contract;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Clarifications Deadline	means the time and date set out in paragraph 6 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 6 for the latest uploading of Tenders; and
Voluntary Community Social Enterprise or VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.