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**INVITATION TO TENDER**

**PUBLIC RELATIONS AGENCY FOR UK GOVERNMENT INVESTMENTS LTD**

**REFERENCE NUMBER**

**RM6015**

**ATTACHMENT 1**

Welcome to this Procurement which is being managed by Crown Commercial Service on behalf of UK Government Investments LTD (UKGI) referred to as the Authority in this ITT.

We invite you to bid in this Procurement for a PR Agency for UK Government Investments (UKGI), Procurement reference number RM6015. Our invitation to tender (ITT) consists of a number of Attachments grouped into three areas as follows:

Invitation – Processes, timescales and meanings

|  |  |
| --- | --- |
| Customer Needs | – Everything you need to know about ‘the deal’. |
| Your Tender | – The questionnaires you complete as your Tender for this opportunity. |
| **Invitation**  **Attachment 1 – Invitation to Tender**  Meanings and terminology  Procurement timetable  Bidding process  Alternative contracting arrangements  When and how to ask questions  Tender evaluation procedure  Final decision to award  Glossary | **Your Tender**  **Attachment 5 – Selection Questionnaire**  Participation Requirements  Selection Stage Questions, Response Guidance and Marking Schemes  **Attachment 6 - Award Questionnaires**  Award Stage Questions, Response guidance and Marking Schemes  **Attachment 7 -Terms of Participation**  **Attachment 8 - Declaration of Compliance**  **Customer Needs**  **Attachment 2 - Authority Factsheet**  Relevant Authority information  Background to requirement  **Attachment 3 - Service Requirements**  What this procurement is for  **Attachment 4 – Agreement**  The contract between the Authority and the successful Supplier. |

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# introduction

## The purpose of this Procurement is to establish a single Supplier Framework Agreement for the provision of public relations and press office functions to the Authority to enhance and protect the Authority’s public profile. The Agreement will encompass the Authority’s communication work and that of its subsidiary UK Financial Investments Ltd (UKFI).

## This Framework Agreement – hereafter referred to as the Agreement - will be between the successful Supplier and the Authority (not the Agent).

## Agreement 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 6). If, in its sole discretion, the Agent accepts that there is either ambiguity or error, then it will make appropriate amendment.

## A copy of the successful Supplier’s Tender will form part of the Attachment 4 Agreement at Annexes 2 and 4.

## When and how to ask questions is set out at Paragraph 6 of this ITT.

## Please read ALL documents carefully as non-compliance with the instructions contained within may result in exclusion of your Tender from this Procurement.

## The Terms of Participation (Attachment 7) will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Agent. You must confirm in the online ‘Participation Requirements’ section of the Selection Questionnaire that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.

## If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 5.

## The Agent is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued or accepted. 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. Please read paragraph 4 Bidding Process for further information.

## The Agent is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations).

## A detailed description of the required services is set out at Attachment 3 - Service Requirements which is a copy of Annex 3 of the Agreement. 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>

## The Services covered by this Procurement have not been sub-divided into lots because the range of Services required do not lend themselves to being sub-divided into multiple Lots.

## Details of the estimated value of the Agreement are set out in the OJEU Contract Notice.

## Transfer of Undertakings – Protection of Employment (TUPE) is not expected to apply to this procurement.  Potential Providers are therefore asked to bid on the basis that TUPE is unlikely to apply and are advised to take their own advice on TUPE should they believe such advice is required.

# MEANINGS AND TERMINOLOGY

## The “Agent” means the Minister for the Cabinet Office (“Cabinet Office”) represented by Crown Commercial Service who are acting on behalf of the Authority that is seeking to invite suitable candidates to participate in this procurement process.

## The “Authority” means the contracting Authority as described in the OJEU Contract Notice.

## “You” / “Your” refers to the Potential Provider completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “Potential Provider” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the Lead Contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

## Words in any of this Procurement set of documentation which are capitalised have definitions either within the paragraph in which such words appear or in the glossary at paragraph 9 of this ITT.

# PROCUREMENT TIMETABLE

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

## This timetable may be changed by the Agent at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Agent decides that changes to this timetable are necessary.

| **DATE** | **ACTIVITY** |
| --- | --- |
| 29/12/2017 | Despatch of the OJEU Contract Notice |
| 29/12/2017 | Clarification period starts |
| 17:00.00 GMT 17/01/2018 | Clarification period closes (“**Tender Clarifications Deadline**”) |
| 17:00.00 GMT 24/01/2018 | Deadline for the publication of responses to Tender Clarification questions |
| 15:00.00 GMT 31/01/2018 | Deadline for submission of Tenders to the Agent (“**Tender Submission Deadline**”) |
| 12/03/2018 | Site visit for Potential Provider Presentations.  Times to be agreed week commencing 05 March 2018. |
| 06/04/2018 | Intention to award notices issued to successful and unsuccessful Potential Providers. |
| 07/04/2018 to 17/04/2018 | 10 day Standstill Period (in accordance with Regulation 87) |
| 18/04/2018 | Expected execution (signature) date of the Agreement |
| 01/05/2018 | Expected commencement date of the Agreement |

# BIDDING PROCESS

## After you have read this invitation, read the documents that describe ‘customer needs’ next. They explain the requirement so that you can:

## Decide whether this competition is right for you

## Make your best bid

## Deliver what the Authority needs.

## Finally, you need to complete the Selection Questionnaire and the Award Questionnaire online, in the e-Sourcing Suite.

## Your response to the Selection Questionnaire and the Award Questionnaire will be your Tender.

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

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

## Remember:

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

### You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.

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

## For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see Supplier Guidance (Attachment 9).

## Additional Materials, Documents and Attachments

### You must adhere to the following instructions;

#### No additional attachments should be submitted with a Tender unless specifically requested by the Agent.

#### 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. They must be submitted in the format requested.

## Data Entry

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

#### All responses must be inserted into the relevant Bid Field unless an attachment is additionally permitted. Only information entered into the relevant Bid Field or information provided as an attachment supplied in accordance with the Agent's instructions will be taken into consideration for the purposes of evaluating a Tender.

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

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

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

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

#### The Agent will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.

## Deadline for the submission of Tenders

### All Tenders must be received by the Agent before the Tender Submission Deadline (see the Procurement Timetable in paragraph 3 for details).

## Late Tenders:

### Tenders received on or after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.

## Uploading and submitting a Tender

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

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

### Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See Attachment 9 for details of how to formally submit the Tender.

### You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any requested attachments, through the e-Sourcing Suite. You cannot modify your Tender after the Tender Submission Deadline.

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

### Your Tender must remain valid and capable of acceptance by the Agent for a period of 150 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

## Confidentiality

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

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

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

### 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.

## A visual representation of the bidding process can be seen at Appendix 1.

# ALTERNATIVE CONTRACTING ARRANGEMENTS

## It is important that your Tender conveys a complete and accurate picture of how the Agent’s minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 5), will be satisfied. The Agent needs clarity on how bids are structured in terms of organisations contributing to them.

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

## The Tender must be completed in the name and ‘voice’ of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into an Agreement with the Authority and therefore assume liability for performance of the Agreement (the “**Potential Provider**”), subject to paragraph 5.6 below.

## With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 5.8), no organisation other than the Potential Provider will be able to provide Services through the Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.

## **Sub-contracting proposals:**

### You need to complete question SQ1.2 (b) in the Selection Questionnaire if you propose to use one or more Sub-Contractors.

### The Agent does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Agreement (including under any Call-Off Contract). There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Agreement. Please read the definition of Sub-Contractor in Paragraph 9.

### 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 Agreement you must inform the Agent in your Tender.

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

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

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

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

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

### The Lead Contact should complete question SQ1.2 (a) in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.

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

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

## Queries

### It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Agent at the earliest opportunity in accordance with paragraph 6.

## Changes to the contracting arrangements

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

### If you are awarded an Agreement, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with Agreement (Attachment 4) – Annex 6 (Change Management Procedure and Variation form).

## Declaration of Compliance

### The Agent requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance (Attachment 8). You do this in the online ‘Participation Requirements’ section. 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 7).

# WHEN AND HOW TO ASK QUESTIONS

## You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the dates for ‘Clarification period’ in the Procurement Timetable set out at paragraph 3). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.

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

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

## Questions asked and or clarifications raised may be responded to in batches by the Agent, rather than one at a time.

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

## You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Agent. Answers to such questions may contain important information that could affect how you complete your Tender.

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

# TENDER EVALUATION PROCEDURE

## The evaluation procedure is divided into the following key stages, which the Agent may nevertheless decide to run concurrently:

### 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 online ‘Participation Requirements’ section. Non-compliant Tenders may be excluded from this Procurement by the Agent.

### Selection - The Agent will assess your responses to the Selection Questionnaire (Attachment 5) in accordance with paragraph 7.4 below (“**Selection Stage**”).

### Award - The Agent will assess your response to the Award Questionnaire (Attachment 6) in accordance with paragraph 7.5 below (“**Award Stage**”).

## In the event that only one tender submission is received the evaluation procedure described at this paragraph 7 will be followed for that one submission.

## Consensus Marking Procedure

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

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

#### independent evaluation; and

#### group consensus marking.

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

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

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

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

#### During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Selection Questionnaire (Attachment 5) and Award Questionnaire (Attachment 6). The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should attributed to each Potential Provider’s answer to the question.

#### The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator’s original mark and justification) in the e-Sourcing Suite.

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

## Selection Stage – Selection Questionnaire Evaluation Methodology

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

### The stages of Selection Questionnaire evaluation along with marking scheme for each question can be found in Selection Questionnaire (Attachment 5).

### In accordance with the detail provided in Selection Questionnaire (Attachment 5), Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Agent.

## Award Stage – Award Questionnaire Evaluation Methodology

### Once your Tender has been successfully evaluated at Selection Stage, consideration will then be given to your responses to the Award Questionnaire (Attachment 6).

### The stages of evaluation, along with marking scheme, weighting for each question and the points at which Potential Providers may be excluded from further participation in this Procurement, can be found in Award Questionnaire (Attachment 6).

# FINAL DECISION TO Award

## Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider who offers the most economically advantageous Tender will be awarded an Agreement.

## The most economically advantageous Tender will be determined as follows:

### Each Potential Provider’s own “Quality and Price Total Score” will be added to their “Presentation Score” to determine their final score (“**Final Score**”).

### The Potential Provider with the highest Final Score, and providing that Final Score is over 50% of the Maximum Possible Score that is available, will be deemed to have offered the most economically advantageous Tender and will be offered the Agreement.

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

## Should the Potential Provider offering the most economically advantageous Tender decline to accept the Agreement, then it will be offered to the next ranked Potential Provider whose Final Score is over 50% of the Maximum Possible Score, until it has been accepted.

## Following a Standstill Period of 10 days and at the end of the next working day and subject to there being no substantive challenge to that intention, the Agreement will be formally awarded, subject to contract, to the successful Potential Provider.

## The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Agent (in this instance by electronic means) of the Agent’s notice of decision to conclude the Agreement tendered via the Official Journal of the European Union, during which the Agent must not conclude the Agreement 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 Agreement is concluded. The Agent cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.

## The conclusion of the Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due ‘certificates, statements and other means of proof’ where Potential Providers have to this point relied on self-certification.

# GLOSSARY

|  |  |
| --- | --- |
| Agent | means the Minister for the Cabinet Office (“**Cabinet Office**”) represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP; |
| Annex | means an Annex to the Framework Agreement; |
| Attachment | means a document made available to Potential Providers in relation to this Procurement via the e‑Sourcing Suite, |
| Award Questionnaire | means the award questionnaire a copy of which is provided at Attachment 6 and set out in the on line e‑Sourcing Suite; |
| Authority | means the UK Government Investment whose office are located at 1 Victoria Street, London SW1H 0ET |
| Award Stage | means the part of the evaluation process described in paragraph 7.5; |
| Bid Fields | mean the bid fields set out in the on line e-Sourcing Suite; |
| Charges | means the Charges for Services tendered by the Potential Provider as price information in response to Award Questionnaire AQB1 and AQB2; |
| Consensus Marking Procedure | means the evaluation procedure described in paragraph 7.3; |
| Credit Reference Agency | means an independent organisation (currently Dun & Bradstreet) licenced by the Financial Conduct Authority that holds financial risk information on a broad range of organisations. |
| Day Rate | means the rate submitted by the Supplier for any Potential Additional Services called off under the Agreement. |
| 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 8.2.1; |
| Framework Agreement | means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement and “Agreement” shall be construed accordingly; |
| Guarantee | means a deed of guarantee in favour of the Authority in the form set out in Attachment 4 - Annex 7, Guarantee; |
| Guarantor | means any person acceptable to the Authority to give a Guarantee; |
| Group | means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006; |
| Group of Economic Operators | means a group of economic operators acting jointly and severally to provide the Services; |
| Invitation to Tender or ITT | meansthis invitation to tender document together with its Attachments, published by the Agent in relation to this Procurement; |
| Lead Contact | means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire) |
| Marking Scheme | means the range of marks that may be given to a Potential Provider by the Agent according to Attachment 5 – Participation Requirements and Selection Questionnaire and Guidance and Attachment 6 – Award Questionnaire ; |
| Marks Available | means the potential mark that can be awarded for a response to a question as set out in paragraph 3.3.3 in Attachment 6 Award Questionnaire; |
| Maximum Mark Available | Maximum Mark Available means the maximum potential mark that can be awarded for a response to a question as set out in paragraphs 3.3.1, 3.3.2 and 3.3.4 in Attachment 6 Award Questionnaire; |
| Maximum Possible Score | Means the maximum total score possible at Award Stage once the maximum weighted score available for every question has been totalled as set out at paragraph 3.1 and paragraph 3.2 of Attachment 6 – Award Questionnaire; |
| Maximum Weighted Score | means the maximum potential weighted score that can be awarded for a response to a question as set out in the table at paragraph 3.2 Attachment 6 – Award Questionnaire; |
| Monthly Charge | means AQB1 Monthly Charge a full breakdown of the costs, including expenses, of an appropriately experienced and adequately resourced team to deliver the business as usual services detailed in Attachment 3 Service Requirements (paragraph 3.4). |
| Occasion of Tax Non-Compliance | means:  (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:  1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;  2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or  (b) the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion. |
| OJEU Contract Notice | means the advertisement for this Procurement issued in the Official Journal of the European Union; |
| Potential Provider | has the meaning in paragraph 2.3; |
| Presentation | means the Presentations as delivered by Potential Providers during the Tender process described in AQC1; |
| Presentation Score | means the score awarded to a Potential Provider at the conclusion of the Presentation process; |
| Price | means the qualitative questions of the Procurement as set out in the table at Attachment 6 Award Questionnaire, paragraph 2.2. |
| Price Evaluation | means part of the Award Stage used to evaluate the charges tendered by a Potential Provider; |
| Price Score | means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 3.3.3; |
| Price Sheet | means the price sheet a copy of which is provided at Attachment 6 Appendix A; |
| Procurement | means the process used to establish an Agreement that facilitates the supply of the Services to the Authority as described in the OJEU Contract Notice; |
| Public Contracts Directive | means Directive 2014/24/EU of the European Parliament and of the Council; |
| Quality | means the qualitative questions of the Procurement as set out in the table at Attachment 6 Award Questionnaire, paragraph 2.2. |
| Quality and Price Total Score | means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 8.2.1; |
| RNS | means Regulatory News Service |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made>  ), 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 7.1.2; |
| Service Requirements | means the Services that may be provided by Suppliers, as set out in Attachment 3 Service Requirements; |
| Self Cleaning | has the meaning in the Public Contracts Regulations 2015, Regulation 57(13). |
| 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 8.6; |
| Sub-Contractor | means a third party which:   1. provides the Services (or any part of them); 2. provides facilities or services necessary for the provision of the Services (or any part of them); and/or 3. 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 Agreement or a call off Contract; |
| Supplier | means a Potential Provider with whom the Authority has concluded an Agreement; |
| Tender | means the Potential Provider’s formal offer in response to the Invitation to Tender; |
| Tender Clarifications Deadline | means the time and date set out in paragraph 3.2 for the latest submission of clarification questions; |
| Tender Submission Deadline | means the time and date set out in paragraph 3.2 for the latest uploading of Tenders; and |
| Total Monthly Charge | means the Charge for business as usual services (as per paragraph 3.4 Attachment 3 – Service Requirements); |
| UKGI | means UK Government Investments Ltd |
| 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. |

# Appendix 1

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