



Crown
Commercial
Service

INVITATION TO TENDER

DEMAND SIDE RESPONSE SERVICES

REFERENCE NUMBER

RM 3792

ATTACHMENT 1

Contents

1.	INTRODUCTION	3
2.	THE FRAMEWORK AGREEMENT AND CALL OFF CONTRACTS.....	4
3.	REQUIREMENTS	5
4.	PROCUREMENT TIMETABLE	6
5.	COMPLETING AND SUBMITTING A TENDER	6
6.	CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)	9
7.	TUPE	11
8.	QUESTIONS AND CLARIFICATIONS	11
9.	OVERVIEW OF THE EVALUATION PROCESS	12
10.	COMPLIANCE/VALIDATION STAGE	13
11.	SELECTION STAGE EVALUATION	13
12.	AWARD STAGE EVALUATION	19
13.	FINAL DECISION TO AWARD	29
14.	THE ARMED FORCES COVENANT	30
15.	GLOSSARY	32

ATTACHMENT 2 – PARTICIPATION REQUIREMENTS AND SELECTION QUESTIONNAIRE AND GUIDANCE

ATTACHMENT 3 – AWARD QUESTIONNAIRE RESPONSE GUIDANCE, EVALUATION AND MARKING SCHEME

ATTACHMENT 4 – FRAMEWORK AGREEMENT

ATTACHMENT 5 – FRAMEWORK AGREEMENT SCHEDULE 4 TEMPLATE ORDER AND TEMPLATE CALL OFF CONTRACT TERMS

ATTACHMENT 6 – TERMS OF PARTICIPATION

ATTACHMENT 7 – DECLARATION OF COMPLIANCE

ATTACHMENT 8 – FINANCIAL ASSESSMENT TEMPLATE

ATTACHMENT 9 – FRAMEWORK SCHEDULE 2: PART A: GOODS AND SERVICES

ATTACHMENT 10 – MANAGEMENT INFORMATION TEMPLATE

ATTACHMENT 11 – FRAMEWORK AGREEMENT POPULATION TEMPLATE

ATTACHMENT 12 – PRICE MODEL AND PRICE EVALUATION GUIDANCE

ATTACHMENT 13 – SUPPLIER GUIDANCE

ATTACHMENT 14 – SECURITY GUIDANCE

1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority within this Invitation to Tender (ITT), and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
- 1.3 This Procurement will establish a Supplier Framework Agreement for both Central Government and the Wider Public Sector (referred to as Contracting Authorities) for Demand Side Response Services.
- 1.4 The purpose of this Framework Agreement is to appoint Suppliers who shall be responsible for the provision of Demand Side Response Services to Contracting Authorities.
- 1.5 A Framework Agreement will be awarded up to six (6) Suppliers as detailed in paragraph 2.1.
- 1.6 The duration of this Framework Agreement is three (3) years with an option to extend for one (1) period of twelve (12) months (3+1).
- 1.7 This ITT contains the information and instructions that you need to follow to submit a completed compliant Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph in which such words appear or in the glossary at paragraph 15 of this ITT.
- 1.8 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 8 of this ITT.
- 1.9 The Terms of Participation - Attachment 6 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in the online 'Conditions of Participation' section that you accept the Terms of Participation. If you do not select 'Yes' to confirm your acceptance you will be excluded from this Procurement.
- 1.10 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.7 of this ITT.
- 1.11 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.12 Your responses to the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and the Award Questionnaire Response Guidance, Evaluation and Marking Scheme - 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 by accessing the link below and the Supplier Guidance - Attachment 13.
<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>
- 1.13 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 8 for details on how to do so. Please ensure you have read all the information contained within this ITT and its Attachments on the e-Sourcing Suite.
- 1.14 The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015 (the Regulations) and specifically in accordance with the open procedure (Regulation 27 of the Regulations) and the requirements relating to Framework Agreements (Regulation 33 of the Regulations).

2. THE FRAMEWORK AGREEMENT AND CALL OFF CONTRACTS

- 2.1 This Procurement will result in the award of a Framework Agreement to a maximum of up to six (6) successful Potential Providers. Once the Framework Agreement has been executed, those successful Potential Providers will become the Suppliers.
- 2.2 The Framework Agreement will enable Contracting Authorities to place orders with Suppliers for the Goods and Services via Call Off Contracts.
- 2.3 The Framework Agreement (including the Framework Schedules) and Call Off Contracts (including the Call Off Schedules) terms and conditions are available at Attachments 4 and Attachment 5 of this ITT suite of documents respectively. Please carefully review these documents so that you fully understand the rights and obligations they confer on the Parties.
- 2.4 The Framework Agreement and Call Off Contract terms are non-negotiable, whether during the Procurement or post award and may not be amended as part of your Tender. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 8). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, any such amendments to the Framework Agreement or Call Off Contracts will be included in an updated version of the document, which will be published in the eSourcing Suite, together with a comparison document which clearly identifies the amendments which have been made.
- 2.5 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's Prices and approach to delivering the Goods and Services.
- 2.6 The Authority will manage the overall performance of the Suppliers on this Framework Agreement and collect Management Information and any Management Charges payable by Suppliers as defined in Clause 20 and Schedule 9 of the Framework Agreement.
- 2.7 **Contracting Authorities**
- 2.7.1 The Framework Agreement will be available for use by the Authority and/or Contracting Authorities throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Notice.
- 2.7.2 Any relevant Contracting Authorities may purchase the Goods and Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply by the Supplier or guarantee that the Supplier will receive any business at all under the Framework Agreement.
- 2.8 **The ordering process and further evaluation criteria**
- 2.8.1 Contracting Authorities may award Call Off Contracts for any of the Goods and Services. The procedures that the Authority and/or Contracting Authorities use to make a Call Off Contract are set out in Framework Schedule 4 (Template Order and Template Call Off Contract Terms) - Attachment 5.
- 2.8.2 All Call Off Contracts awarded by the Authority or Contracting Authorities will be subject to the Call Off contract terms and conditions contained within Framework Schedule 4 (Template Order and Template Call Off Contract Terms) - Attachment 5, supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.8.3 The Contracting Authorities will manage the Supplier's day to day performance of the Call Off Contract it has entered into with the Supplier.

3. REQUIREMENTS

3.1 A detailed description of the Goods and Services that a Supplier will be required to provide is set out at Framework Schedule 2: Part A: Goods and Services – Attachment 9 and a short description is contained in the OJEU Notice. A copy of the OJEU Notice is published at the following link:

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

3.2 The Goods and Services covered by this Procurement have not been sub-divided into Lots because the Services are deemed too similar to necessitate separation into sub Lots given they all fall within the same definition of Demand Side Response and have the same contract structure.

3.3 Details of the estimated value of Call Off Contracts that may be placed under this Framework Agreement are defined in the OJEU Notice Section II.1.4. This is an indicative figure and there is no guarantee that Goods and Services to this value will be awarded through this Framework Agreement.

4. PROCUREMENT TIMETABLE

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

DATE	ACTIVITY
22 nd February 2017	Dispatch of the OJEU Notice
24 th February 2017	Clarification period starts
20 th March 2017 at 15:00 GMT	Clarification period closes (“ Tender Clarifications Deadline ”)
23 rd March 2017	Deadline for the publication of responses to Tender Clarification questions
3 rd April 2017 at 15:00 BST	Deadline for submission of Tenders to the Authority (“ Tender Submission Deadline ”)
2 nd June 2017	Intention to award notification issued to successful and unsuccessful Potential Providers.
12 th June 2017	Ten (10) day Standstill Period (in accordance with Regulation 87) ends at midnight at the end of 12 th June 2017
13 th June 2017	Confirmation of Award
14 th June 2017	Expected commencement date for Framework Agreement(s)

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and in its Attachments.
- 5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.
- 5.3 The information and documents that you are required to complete and return in order to submit a compliant Tender are:
- Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance (in the e-Sourcing Suite);
 - Attachment 3 – Award Questionnaire Response Guidance, Evaluation and Marking Scheme (in the e-Sourcing Suite);
 - Attachment 12 - Price Model and Price Evaluation Guidance.
 - Attachment 11 - Framework Agreement Population Template (uploaded as an Attachment in the e-Sourcing Suite to SQ1.3; and
 - Any other additional documentation expressly requested by the Authority
- 5.4 The Authority 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:
- 5.4.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.

- 5.4.2 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.
- 5.4.3 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.
- 5.4.4 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.
- 5.4.5 For technical guidance on how to complete questions and text fields and how to upload any requested Attachments please download the Supplier Guidance Documentation [here](#) or at Supplier Guidance - Attachment 13.

5.5 **Additional Materials, Documents and Attachments**

- 5.5.1 You must adhere to the following instructions;
 - 5.5.1.1 No additional Attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.5.1.2 Any additional documents requested by the Authority must only be attached at the question level using the paperclip icon aligned to the question (not at Questionnaire level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority. They must be submitted in the format requested by the Authority.

5.6 **Data Entry**

- 5.6.1 A fully compliant Tender must adhere to the following instructions;
 - 5.6.1.1 All responses must be inserted into the relevant text fields unless an Attachment is additionally permitted using the paperclip icon, located beneath the relevant question. No attachments are permitted except where specifically requested by the Authority. Only information entered into the relevant text fields or information specifically requested by the Authority and uploaded as an Attachment will be taken into consideration for the purposes of evaluating a Tender.
 - 5.6.1.2 The Tender must be submitted in the English (UK) language.
 - 5.6.1.3 All Prices must be shown excluding VAT and in Sterling (£).
 - 5.6.1.4 You must answer all questions accurately and as fully as possible, within the character limits specified.
 - 5.6.1.5 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
 - 5.6.1.6 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.
 - 5.6.1.7 The Authority 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.

5.7 **Deadline for the submission of Tenders**

- 5.7.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4.2 for details).

5.8 **Late Tenders**

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

5.9 **Uploading and submitting a Tender**

- 5.9.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.9.2 All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.9.3 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 Supplier Guidance - Attachment 13 or download Supplier Guidance Documentation [here](#) for details of how to formally submit your Tender.
- 5.9.4 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.
- 5.9.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.9.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of one hundred and twenty (120) days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

5.10 **Specific Losses**

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

5.11 **Confidentiality**

- 5.11.1 Potential Providers must not collude with or disclose the fact of their intention to submit a Tender to other Potential Providers.
- 5.11.2 The Authority may disclose information provided by a Potential Provider in accordance with Regulation 21(2) of the Regulations.
- 5.11.3 Customer contacts named in the Selection Questionnaire do not owe the Authority a duty of care or have legal liability, except for any maliciously false statement of fact.
- 5.11.4 The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Contracting Authorities.

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

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, will be satisfied. This means the Authority needs clarity on how Tenders are structured in terms of organisations contributing to them.
- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or Sub-Contracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in this paragraph must be followed.
- 6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the "Potential Provider"), subject to paragraph 6.7 below.
- 6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.5), no organisation other than the Potential Provider will be able to provide the Goods and Services through this Framework Agreement, whether 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 of companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.5 The only organisations permitted to provide the Goods and Services other than the Potential Provider are:

6.5.1 Sub-Contractors identified in the Tender (and subject to paragraph 6.9).

6.6 Sub-contracting proposals

- 6.6.1 You need to complete question SQ2.a to SQ2.e as detailed in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, if you propose to use one (1) or more Sub-Contractors.
- 6.6.2 If you need to rely on the capability and/or experience of one (1) or more Sub-Contractors in your Tender to demonstrate your ability to provide the Goods and Services in accordance with the requirements of the question(s) and the Framework Agreement you must inform the Authority in your Tender.
- 6.6.3 A Potential Provider's Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question give the name of the Sub-Contractor and explain the Sub-Contractor's role, capability and experience as the context of the question requires.
- 6.6.4 The Authority does not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call Off Contract). There is no need to specify those Sub-Contractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc.) that indirectly enable the Potential Provider to perform the Framework Agreement. Please read the definition of Sub-Contractor in Framework Schedule 1: Definitions - Framework Agreement - Attachment 4.

6.7 Group of Economic Operator proposals

- 6.7.1 If a Group of Economic Operators wish to act jointly to provide the Goods and Services they may do so with all Parties signing the resultant Framework

Agreement and assuming joint and several responsibility for performance of this Framework Agreement including any Call Off Contract.

- 6.7.2 Please note that in accordance with Regulation 19(6) of the Regulations the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of this Framework Agreement.
- 6.7.3 The Group of Economic Operators should nominate a Lead Contact to lead the Tender 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.
- 6.7.4 The Lead Contact should complete question SQ2a to SQ2e in the Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire Framework Agreement requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.7.5 Where the Lead Contact relies on the capability and/or experience of one (1) or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Goods and Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
- 6.7.6 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.

6.8 **Queries**

- 6.8.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph 8.

6.9 **Changes to the contracting arrangements**

- 6.9.1 The Authority recognises that arrangements in relation to Sub-Contractors 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-Contractors or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any Framework Agreement or Call Off Contract.
- 6.9.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contractor and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with Clause 25 of the Framework Agreement - Attachment 4.

6.10 **Declaration of Compliance**

- 6.10.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the

Declaration of Compliance - Attachment 7. You do this in the e-Sourcing Suite (Participation Requirements and Selection Questionnaire and Guidance, question PR3). If you do not answer 'Yes' to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation - Attachment 6.

7. TUPE

- 7.1 The Authority does not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") to be an issue in respect of this Procurement at Framework level, as the Framework Services are not provided at this level.
- 7.2 Potential Providers should therefore not take TUPE into account when completing the Price Model and Price Evaluation Guidance - Attachment 12.
- 7.3 It is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply and to act accordingly. The Potential Provider is encouraged to carry out its own due diligence exercise. Potential Providers are referred to Schedule 10 in Framework Agreement Schedule 4 Template Order and Template Call Off Contract Terms, which sets out the provisions which will apply if TUPE is to apply and the indemnities which will be given. No further indemnities will be provided.

8. QUESTIONS AND CLARIFICATIONS

- 8.1 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 paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 8.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and/or clarifications raised by you in the "Attachments" section of the on line e-Sourcing Suite.
- 8.3 If you ask any questions and/or raise clarifications please do not refer to your identity in the body of the question.
- 8.4 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 (1) at a time, with updates appearing at regular (approximately four (4) Working Days) intervals.
- 8.5 The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, before the deadline for the publication of responses to Tender clarification questions (see Procurement Timetable set out in paragraph 4).
- 8.6 If you wish to ask a question or seek clarification in confidence then you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question and/or clarification. If the question and/or clarification is not withdrawn, then the response will be issued to all Potential Providers.
- 8.7 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 Authority. Answers to such questions may contain important information that may affect how you complete your Tender.

- 8.8 The Authority reserves the right to contact you at any time, for clarification on all and/or any part of your Tender during the Procurement process which is likely to require a prompt response from you.

9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 Paragraphs 9, 10, 11, and 12 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may decide to run concurrently:

9.1.1 **Compliance/Validation Stage** – The Authority will check your Tender to ascertain if it is compliant with the ITT and that your responses are valid. This includes satisfying all the Participation Requirements listed in the e-Sourcing Suite ‘Participation Requirements’ section in accordance with paragraph 10 below (“**Compliance/Validation Stage**”). Non-compliant Tenders may be excluded from this Procurement by the Authority.

9.1.2 **Selection Stage evaluation** - The Authority will assess responses to the Selection Questionnaire in accordance with paragraph 11 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.

9.1.3 **Award Stage evaluation** - The Authority will assess responses to the Award Questionnaire in accordance with paragraph 12 below (“**Award Stage**”).

9.2 Consensus Marking Procedure

9.2.1 Questions that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection and the Award Stages.

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

9.2.2.1 Independent evaluation; and

9.2.2.2 Group consensus marking.

9.2.3 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.

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

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

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

9.2.4.3 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 and Attachment 3. 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.

9.2.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark in the e-Sourcing Suite.

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

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

10. COMPLIANCE/VALIDATION STAGE

10.1 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, including in the event further questions are asked or clarification is sought by the Authority but fail to produce a satisfactory response, be rejected by the Authority without proceeding to the next stage of evaluation.

10.2 If you cannot answer 'yes' to the questions in the Participation Requirements Section PR1, PR2 and PR3 – Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, your Tender shall be excluded from further involvement in this Procurement.

10.3 If you cannot answer 'yes' to the questions in the Participation Requirements Section PR4, PR5 and PR6 – Participation Requirements and Selection Questionnaire and Guidance - Attachment 2, your submission of a compliant Tender is at significant risk of being excluded from further involvement in this Procurement.

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

11. SELECTION STAGE EVALUATION

11.1 Potential Providers must read, in conjunction with this Section 11 of the ITT, the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2. The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your suitability to pursue a professional activity, economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from this Procurement.

11.2 Stage 1 - Selection Questionnaire Sections 2 and 3 – Exclusion Grounds

11.2.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'No' to every statement in Section 2 of the Selection Questionnaire - Attachment 2, then, subject to paragraph 11.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

11.2.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to Section 3 (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 11.2.3, your Tender will be excluded from this Procurement.

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

11.2.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority could decide that the 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.

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

11.3 **Stage 2 - Selection Questionnaire Section 4 – Economic and Financial Standing**

- 11.3.1 The information you submit in Selection Questionnaire Section 1 Potential Provider Information and Section 1.2 Bidding Model in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2, will be used to carry out an assessment of your economic and financial standing. If in response to questions SQ4.1b and SQ4.1d you indicate that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 11.3.
- 11.3.2 The Authority uses a Credit Reference Agency as the first step in determining financial risk. The Authority will request a Credit Reference Agency financial risk/failure score based on the information provided in response to the Selection Questionnaire. The report provided by the Credit Reference Agency will be used to determine the level of financial risk you represent. If the score provided by the Credit Reference Agency is 51 or more, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 11.3.3 If any of the following circumstances arise:
 - 11.3.3.1 the score provided by the Credit Reference Agency is less than 51;
 - 11.3.3.2 No standard Credit Reference Agency score is available for your organisation.
- 11.3.4 Then the Authority may ask you to provide a copy of your audited accounts for the most recent two (2) years and/or one (1) or more of the following in respect of your organisation or proposed Framework Guarantor (as the case may be):
 - 11.3.4.1 a statement of the turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading;
 - 11.3.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 11.3.4.3 an alternative means of demonstrating financial status.
- 11.3.5 The Authority will use the information described in paragraph 11.3.4 in addition to a detailed Credit Reference Agency report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is acceptable. This will be performed using the Authority's Financial Assessment Template - Attachment 8, which covers a range of financial risk indicators.
- 11.3.6 If the Authority then determines (in accordance with paragraph 11.3.5) that the financial risk is determined as being acceptable, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.

- 11.3.7 If the Authority determines (in accordance with paragraph 11.3.5) that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 11.3.2 to 11.3.7 in respect of the proposed Framework Guarantor.
- 11.3.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at paragraph 11.3.4 has not been provided, then the Tender will be excluded from further participation in this Procurement.
- 11.3.9 If you are tendering 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 (1) or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 11.3.2 to 11.3.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains unacceptable, the Tender will be excluded from further involvement in this Procurement.
- 11.4 **Stage 3 - Selection Questionnaire Section 6, 7 and 8**
- 11.4.1 Responses to the questions in Section 6 – Technical and Professional Ability will be assessed and awarded a ‘**Pass**’ or a ‘**Fail**’ based on the criteria set out in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2.
- 11.4.1.1 Potential Providers must provide details of two (2) contracts where you have delivered the Services listed in paragraph 4 of Framework Schedule 2: Part A: Goods and Services – Attachment 9.
- 11.4.1.2 Evaluators will assess responses to the questions in Section 6 and award a ‘**Pass**’ or a ‘**Fail**’ based on the criteria below:
- A clear identification of the Goods and Services provided which must demonstrate experience of delivering the mandatory requirements for the Goods and Services as described in Framework Agreement Schedule 2: Part A: Goods and Services – Attachment 9;
 - Potential Providers must describe the actual technology and/or service delivered;
 - Potential Providers must describe the role you undertook in delivery of the service including any relationships with third parties;
 - Potential Providers must detail the process you utilised to understand the customer specific requirements; and
 - The process you utilised to monitor performance against contract deliverables.
- 11.4.1.3 These criteria are also set out in the Participation Requirements and Selection Questionnaire and Guidance – Attachment 2 and Potential Providers must also reference within their response a comparison to the requirements as set out in Framework Schedule 2: Part A: Goods and Services – Attachment 9.
- 11.4.1.4 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.

- 11.4.1.5 If, following completion of the Consensus Marking Procedure, as detailed in paragraph 9.2, any response to a question in SQ6.1(b) or SQ6.1(c) is determined to constitute a **'Fail'**, then the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 12) and will be excluded from further consideration for the purposes of this Procurement.
- 11.4.2 Response to the questions in Section 7 Modern Slavery Act 2015 will be assessed and awarded a **'Pass'** or a **'Fail'** based on the response set out below:
- 11.4.2.1 If, following completion of the assessment of the responses to question SQ7.1(a) to SQ7.1(d), the answer is determined to constitute a **'Fail'**, your Tender submission will be excluded from further participation in this Procurement.
- 11.4.2.2 Evaluators will assess responses to the questions in Section 7 – Modern Slavery Act 2015 and award a **'Pass'** or a **'Fail'** based on the criteria below:
- 11.4.2.3 SQ7.1(a) if you meet the minimum turnover requirements stipulated in the Regulations under Section 54;
- You are required to answer 'Yes' to SQ7.1(a) and are required to provide a response to SQ7.1(b);
 - If you answer 'Yes' to SQ7.1(b) you are required to provide the relevant website in response to SQ7.1(c);
 - If you answer 'No' to SQ7.1(b) you are required to provide an explanation in response to SQ7.1(d);
 - If you answer 'Yes' to SQ7.1(b) and provide a url (at SQ7.1(c)) or an explanation that is satisfactory to the Authority (at SQ7.1(d)) then you will be awarded a **'Pass'**.
 - If you answer 'Yes' to SQ7.1(b) and do not provide a relevant link (at SQ7.1(c)) or an explanation that is satisfactory to the Authority (at SQ7.1(d)) then you will be awarded a **'Fail'**.
 - SQ7.1(a), if you do not meet the minimum turnover requirements as stipulated in the Regulations under section 54, you are required to answer 'No' to SQ7.1(a) and will be awarded a **'Pass'**, you are not required to provide a response to SQ7.1(b), SQ7.1(c) and SQ7.1(d).
- 11.4.3 Response to questions in Section 8 – Additional Questions will be assessed and awarded a **'Pass'** or a **'Fail'** based on the response set out below;
- 11.4.3.1 If you answer 'Yes' to SQ8.1(a), SQ8.1(b), SQ8.1(c) and/or SQ8.1(d) regarding the levels of insurance cover, then you will be awarded a **'Pass'**. If you answer 'No' to any of the following SQ8.1(a), SQ8.1(b), SQ8.1(c) and/or SQ8.1(d), then you will be awarded a **'Fail'** and excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
- 11.4.3.2 If you answer 'Yes' to SQ8.1(e) and SQ8.1(f) then you will be awarded a **'Pass'**. If you answer 'No' to SQ8.1(e) and/or SQ8.1(f) then you will be awarded a **'Fail'** and excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.

- 11.4.3.3 Section 8.2 – Skills and Apprenticeship Questions SQ8.1(a), SQ8.2(b) and SQ8.2(c) will be evaluated ‘**Pass**’ or ‘**Fail**’. You are required to answer ‘Yes’ to questions SQ8.2(a), SQ8.2(b) and SQ8.2(c). If you do not answer ‘Yes’ to all questions, SQ8.2(a), SQ8.2(b) and SQ8.2(c), you will be excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
- 11.4.3.4 Section 8.3(a) – Cyber Essentials Scheme and CESA CHECK Penetration Testing. Question SQ8.3(a) will be evaluated ‘**Pass**’ or ‘**Fail**’. You are required to answer ‘Yes’ to this question. If you do not answer ‘Yes’ to this question you will be excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
- 11.4.3.5 Question 8.3(b) will be evaluated ‘**Pass**’ or ‘**Fail**’. You are required to answer ‘Yes’ to this question. If you do not answer ‘Yes’ to this question you will be excluded from further participation in this Procurement. If you self certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful at the Framework Agreement award stage.
- 11.4.3.6 Question 8.3(c) - will be evaluated ‘**Pass**’ or ‘**Fail**’. You are required to answer ‘Yes’ to this question that you have read and downloaded the Security Guidance – Attachment 14. If you do not answer ‘Yes’ to this question you will be excluded from further participation in this Procurement.

11.4.4 If, following completion of the Consensus Marking Procedure any response to a question in SQ8.1(a to d) is determined to constitute a ‘fail’, the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 12) and will be excluded from further consideration for the purposes of this Procurement.

11.5 Selection of Tenders for the Award Stage evaluation

- 11.5.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
 - 11.5.1.1 pass the compliance/validation checks at paragraph 10 above;
 - 11.5.1.2 are not excluded under provisions of Stage 1 above;
 - 11.5.1.3 meet the economic and financial standing requirements at Stage 2 above;
 - 11.5.1.4 meet the standards set out in Regulation 58 at Stage 3 above; and
 - 11.5.1.5 achieve a ‘**Pass**’ to all the questions in Stage 3 above,
 will proceed to the Award Stage evaluation (as described in paragraph 12). All other Tenders will be excluded from this Procurement.
- 11.5.2 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.

11.6 Selection Stage – Evaluation Summary Table

Part 1 : Potential Providers Information			Evaluated
Section 1.1 - Potential Provider Information			
SQ1.1(a)	Potential Provider Name	Compliance	N/A
SQ1.1(b) (i)	Registered office address	Compliance	N/A
SQ1.1(b) (ii)	Registered website address	Compliance	N/A
SQ1.1(c) (i)	Trading status	Compliance	N/A
SQ1.1(c) (ii)	Trading status – other details	Compliance	N/A
SQ1.1(d)	Date of registration in country of origin	Compliance	N/A
SQ1.1(e)	Company Registration number	Compliance	N/A
SQ1.1(f)	Charity Registration Number	Compliance	N/A
SQ1.1(g)	Head office DUNS number	Compliance	N/A
SQ1.1(h)	Registered VAT number	Compliance	N/A
SQ1.1 (i) (i)	Professional or Trade Body Registration	Compliance	N/A
SQ1.1 (i) (ii)	Professional or Trade Body Registration - Details	Compliance	N/A
SQ1.1 (j) (i)	Organisation/Services Membership	Compliance	N/A
SQ1.1 (j) (ii)	Organisation/Services Membership - Details	Compliance	N/A
SQ1.1(k)	Trading Name	Compliance	N/A
SQ1.1(l)	Relevant classifications	Compliance	N/A
SQ1.1(m)	SME	Compliance	N/A
SQ1.1(n)	Details of Immediate Parent Company	Compliance	N/A
SQ1.1(o)	Details of Ultimate Parent Company	Compliance	N/A
Section 1.2 - Bidding Model			
SQ1.2(a) (i)	Group of Economic Operators - Lead	Compliance	N/A
SQ1.2(a) (ii)	Group of Economic Operators - Name	Compliance	N/A
SQ1.2(a) (iii)	Group of Economic Operators - Legal Structure	Compliance	N/A
SQ1.2(a) (iv)	Group of Economic Operators - Details	Compliance	N/A
SQ1.2(b) (i)	Sub-Contractors	Compliance	N/A

SQ1.2(b) (ii)	Sub-Contractors - Details	Compliance	N/A
SQ1.3	Framework Population Template	Information	N/A
Section 2 - Grounds for Mandatory Exclusion			
SQ2.1(a) to SQ2.1(e)	Grounds for Mandatory Exclusion (ineligibility)	Evaluation	Pass/Fail
Section 3: Grounds for Discretionary Exclusion			
SQ3.1(a) to SQ3.2	Grounds for Discretionary Exclusion (ineligibility)	Evaluation	Pass/Fail
Section 4 – Economic and Financial Standing			
SQ4.1(a) to SQ4.1(d)	Financial Risk Assessment	Evaluation	Pass/Fail
Section 5: Not used			
Section 6: Technical and Professional Ability – Previous Supply			
SQ6.1(a)	Previous Contract Example Details	Evaluation	Pass/Fail
SQ6.1(b)	Previous Experience and Comparable Contracts – Contract Example 1	Evaluation	Pass/Fail
SQ6.1(c)	Previous Experience and Comparable Contracts – Contract Example 2	Evaluation	Pass/Fail
Section 7: Modern Slavery Act 2015			
SQ7.1(a) to SQ7.1(d)	Modern Slavery Act 2015	Evaluation	Pass/Fail
Section 8 – Additional Questions			
SQ8.1(a) to SQ8.1(f)	Insurance, Quality Accreditations and Environmental Accreditations	Evaluation	Pass/Fail
SQ8.2(a) to SQ8.2(c)	Skills and Apprentices	Evaluation	Pass/Fail
SQ8.3	Cyber Essentials Scheme and CESG Compliance	Evaluation	Pass/Fail

12. AWARD STAGE EVALUATION

- 12.1 Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and Prices submitted in the Price Model and Price Evaluation Guidance – Attachment 12 and evaluated in accordance with this paragraph 12.
- 12.2 The Award Stage evaluation will comprise of:
- 12.2.1 an evaluation of Potential Providers answers to the Award Questionnaire (“**Quality Evaluation**”); and
 - 12.2.2 an evaluation of the prices tendered in the Pricing Model (“**Price Evaluation**”)

- 12.2.3 The maximum possible weighted score capable of being achieved by a Potential Provider will be 100 points (being the sum of the scores achieved for Quality Evaluation and Price Evaluation i.e. 40 + 60)
- 12.2.4 The Quality Evaluation is weighted as 40%. The Price Evaluation is weighted as 60%.

12.3 Quality Evaluation

- 12.3.1 The questions in Section A – Mandatory Questions, of the Award Questionnaire (AQA1 - AQA5 Mandatory Requirements) are assessed on a pass/fail basis. If you receive a 'Fail' for this question your Tender will be excluded from further participation in this Procurement.
- 12.3.2 The evaluation of each of the scored questions in the Award Questionnaire i.e. AQB1, AQB2, AQB3, AQB4, AQB5 and AQB6 will be conducted and consensus checked in accordance with the Consensus Marking Procedure found at paragraph 9.2 of this ITT.
- 12.3.3 The mark achieved in response to a question will enable the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question.
- 12.3.4 If a Potential Provider is awarded a mark of zero (0) for any of the scored questions i.e. Questions AQB1, AQB2, AQB3, AQB4, AQB5 and AQB6 they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.
- 12.3.5 The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph 12.3.7 below. For example if a Potential Provider achieved a mark of 75 out of 100 for a question, it would equate to 75% of 100% multiplied by the question weighting as a percentage (being the Maximum Score Available for that question).
- 12.3.6 When the weighted score for each question has been determined they will be added together and the total weighted scores will be multiplied by 40% to determine an overall score for the Quality Evaluation ('Quality Score'). See worked example in the table below:

12.3.7 Example – Potential Provider A

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Account Management	5%	100	75	5.00	3.75
AQB2	Staff Competency	20%	100	100	20.00	20.00
AQB3	Site Suitability Assessment	20%	100	50	20.00	10.00
AQB4	Set up and Operation of DSR Schemes	30%	100	75	30.00	22.50
AQB5	Data Management and Finance	20%	100	100	20.00	20.00
AQB6	Innovation and Value Added	5%	100	75	5.00	3.75

Maximum Score Available	100.00	
Potential Provider Total Weighted Score		80.00
Potential Provider A's Quality Score (Total Weighted Score multiplied by 40% Quality)		32.00

12.3.8 To proceed to the next stage of the evaluation Potential Providers must:

12.3.8.1 achieve a “**Pass**” for the mandatory questions in Section A (AQA1 – AQA5 Mandatory Pass/Fail Questions). If a Potential Provider fails to achieve a ‘**Pass**’ for the mandatory questions in Section A, they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement;

12.3.8.2 achieve or exceed a Total Weighted Score of 48.00 (**‘Minimum Quality Threshold’**) across questions AQB1, AQB2, AQB3, AQB4, AQB5 and AQB6 (Scored Questions). If a Potential Provider fails to achieve or exceed the Minimum Quality Threshold they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement; and

12.3.8.3 achieve a mark higher than zero (0) for all of the Scored Questions i.e. Questions AQB1, AQB2, AQB3, AQB4, AQB5 and AQB6. If a Potential Provider is awarded a mark of zero (0) for any of the scored questions they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.

12.4 Overview of Quality Evaluation (Quality Criteria and Weightings)

Question	Subject	Marking Scheme	Weighted Score Available (%)
SECTION A – MANDATORY PASS/FAIL QUESTIONS			
AQA1	Scope of Services	Pass / Fail	N/A
AQA2	Industry Charge Reduction Schemes	Pass / Fail	N/A
AQA3	Site Assessment and Report	Pass / Fail	N/A
AQA4	Management Information	Pass/Fail	N/A
AQA5	Security	Pass / Fail	N/A
SECTION B – SCORED QUESTIONS (Section Weighting 40%)			
AQB1	Account Management	100/75/50/25/0	5%
AQB2	Staff Competency	100/75/50/25/0	20%
AQB3	Site Suitability Assessment	100/75/50/25/0	20%
AQB4	Set up and Operation of Demand Side Response Schemes	100/75/50/25/0	30%
AQB5	Data Management and Finance	100/75/50/25/0	20%
AQB6	Innovation and Value Add	100/75/50/25/0	5%

12.5 Price Evaluation Process

- 12.5.1 The Price Evaluation is weighted at 60%.
- 12.5.2 The instructions in this paragraph 12.5 refer to the Price Evaluation process.
- 12.5.3 Potential Providers must download and complete the Price Model and Price Evaluation Guidance – Attachment 12. Potential Providers must submit a management charge in a percentage format for each of the three (3) services included within the specification described in Framework Schedule 2: Part A: Goods and Services – Attachment 9. Potential Providers are required to insert the information required in the Price Model and Price Evaluation Guidance – Attachment 12 for each of the Services listed in the table below:

Service	Service Weighting (%)
Network Operator Scheme	50
Transmission Network Charge Reduction Scheme	30
Distribution Charge Avoidance	20

- 12.5.4 Prices submitted in the boxes highlighted yellow, within the Price Model and Price Evaluation Guidance – Attachment 12, will be used for the Pricing Evaluation. Potential Providers must insert a Price for the management charge in a percentage format where one is required. Failure to insert an applicable Price may result in your Tender being deemed non-compliant and may be excluded from further participation in this Procurement.
- 12.5.5 Where Potential Providers intend to offer a Service free of charge they must enter '0.00' into the relevant Pricing Matrix. Whilst Potential Providers are permitted to zero rate for Transmission Network Charge Reduction Scheme and Distribution Charge Avoidance, they are reminded that the Contracting Authority has the discretion to exclude abnormally low tenders in accordance with Regulation 69 of the Public Contracts Regulation 2015.
- 12.5.6 You must upload the completed Price Model and Price Evaluation Guidance – Attachment 12 into the e-Sourcing Suite in response to question PQ1. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Price Model].
- 12.5.7 Failure to upload the Price Model and Price Evaluation Guidance – Attachment 12 may deem your Tender non-compliant and disqualify you from further participation in this Procurement.
- 12.5.8 **Abnormally Low Tenders** – as part of the Price Evaluation process, if the Authority considers the Grand Total Price you have submitted is abnormally low, the Authority may reject your offer, in accordance with Regulation 69.

12.6 Price Evaluation – Network Operator Scheme

- 12.6.1 You are required to provide a percentage for Network Operator Scheme.
- 12.6.2 The Authority will rank all Potential Providers from lowest Network Operator Scheme percentage downwards. Please refer to the example below:
Number of compliant Pricing Matrix submitted = 5

Potential Provider	Ranking	Potential Providers %
Potential Provider AA	1	2%
Potential Provider BB	2	12%
Potential Provider CC	3	22%
Potential Provider DD	4	32%
Potential Provider EE	5	42%

12.6.3 Where two (2) or more Potential Providers have submitted the same percentage, they will be ranked in the same position and the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance, where three (3) Potential providers are tied in the second position they will occupy that second position as well as the 3rd and 4th positions respectively. An example illustrating this paragraph is shown below:

Potential Provider	Potential Providers %	Ranking	
Potential Provider A	5%	1	
Potential Provider B	10%	2	Tied places in any position will take respective ranked positions as detailed.
Potential Provider C	10%	2	
Potential Provider D	10%	2	
Potential Provider E	15%	5	

12.6.4 The Potential Provider ranked in first (1st) position will be awarded the maximum mark available (50 marks).

12.6.5 The remaining Potential Providers will receive a percentage of the maximum mark available, relative to the number of compliant Pricing Matrix's submitted and the Potential Providers ranking, using the equation below:

$$\text{Network Operator Scheme Score} = \frac{\text{Maximum Mark Available (50)} \times \text{Number of Pricing Matrix submitted minus Potential Providers Ranking} + 1}{\text{Number of compliant Pricing Matrix's submitted}}$$

12.6.6 Please see example below for Potential Provider BB Network Operator Scheme Score, 5 compliant Pricing Matrix's submitted and Potential BB ranked second (2nd).

Potential Provider BB Network Operator Scheme Score	=	<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p style="text-align: center;">A</p> <p style="text-align: center;">Maximum Mark Available = 50</p> <hr style="width: 50%; margin: 0 auto;"/> <p style="text-align: center;">Number of Pricing Matrix's submitted = 5</p> </div>	x	<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p style="text-align: center;">B</p> <p>Number of Pricing Matrix submitted = 5 <i>minus</i> Potential Providers BB Ranking = 2 +1</p> </div>
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<p>A</p> <p>Maximum Mark Available = 50</p> <p>Number of Compliant Pricing Matrix's submitted = 5</p>	$50 / 5 = 10$
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<p>B</p> <p>Number of Compliant Pricing Matrix submitted = 5 <i>minus</i> Potential Providers BB Ranking = 2 +1</p>	$5 - 2 + 1 = 4$
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Potential Provide BB Network Operator Scheme Score	=	<table border="1" style="border-collapse: collapse; margin: 0 auto;"> <tr> <td style="padding: 5px;">A</td> <td style="padding: 5px;">x</td> <td style="padding: 5px;">B</td> </tr> <tr> <td style="padding: 5px;">10</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">4</td> </tr> </table>	A	x	B	10		4	=	40
A	x	B								
10		4								

Potential Provide BB Network Operator Scheme Score = 40

12.7 Price Evaluation - Transmission Network Charge Reduction Scheme

- 12.7.1 You are required to provide a percentage for Transmission Network Charge Reduction Scheme.
- 12.7.2 The Authority will rank all Potential Providers from lowest Transmission Network Charge Reduction Scheme percentage downwards. Please refer to example below:

Number of compliant Pricing Matrix's submitted = 5

Potential Provider	Ranking	Potential Providers %
Potential Provider AA	1	4%
Potential Provider EE	2	14%
Potential Provider DD	3	24%
Potential Provider BB	4	34%
Potential Provider CC	5	44%

- 12.7.3 Where two (2) or more Potential Providers have submitted the same percentage, they will be ranked in the same position and the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance, where three (3) Potential providers are tied in the second position they will occupy that second position as well as the 3rd and 4th positions respectively. An example illustrating this paragraph is shown below:

Potential Provider	Potential Providers %	Ranking	
Potential Provider A	5%	1	
Potential Provider B	10%	2	Tied places in any position will take respective ranked positions as detailed.
Potential Provider C	10%	2	
Potential Provider D	10%	2	
Potential Provider E	15%	5	

- 12.7.4 The Potential Provider ranked in first (1st) position will be awarded the maximum mark available (30 marks).
- 12.7.5 The remaining Potential Providers will receive a percentage of the maximum mark available, relative to the number of compliant Pricing Matrix's submitted and the Potential Providers ranking, using the equation overleaf:

Transmission
Network Charge
Reduction
Scheme Score

$$\frac{\text{Maximum Mark Available (30)}}{\text{Number of Pricing Matrix's submitted}} \times$$

Number of Pricing Matrix
submitted minus Potential
Providers Ranking +1

12.7.6 Please see example below for Potential Provider BB Transmission Network Charge Reduction Scheme Score, 5 compliant Pricing Matrix's submitted and Potential Provider BB ranked 4th.

Potential Provider BB
Transmission Network
Charge Reduction
Scheme Score =

A
$\frac{\text{Maximum Mark Available} = 30}{\text{Number of Pricing Matrix's submitted} = 5}$

X

B
Number of Pricing Matrix submitted = 5 <i>minus</i> Potential Providers BB Ranking = 4 +1

A Maximum Mark Available = 30 Number of Compliant Pricing Matrix's submitted = 5	$30 / 5 = 6$
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B Number of Compliant Pricing Matrix submitted = 5 <i>minus</i> Potential Providers BB Ranking = 4 +1	$5 - 4 + 1 = 2$
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Potential Provide BB
Transmission Network Charge
Reduction Scheme Score =

A	x	B	=	12
6		2		

Potential Provide BB Transmission Network Charge Reduction Scheme Score = 12

12.8 **Price Evaluation – Distribution Charge Avoidance**

12.8.1 You are required to provide a percentage for Distribution Charge Avoidance.

12.8.2 The Authority will rank all Potential Providers from lowest Distribution Charge Avoidance percentage downwards. Please refer to example below:

No of compliant Pricing Matrix submitted = 5

Potential Provider	Ranking	Potential Providers %
Potential Provider CC	1	6%
Potential Provider EE	2	16%
Potential Provider BB	3	26%
Potential Provider AA	4	36%
Potential Provider DD	5	46%

12.8.3 Where two (2) or more Potential Providers have submitted the same percentage, they will be ranked in the same position and the number of Potential Providers will fill the positions immediately following the position that they have tied for. For instance, where three (3) Potential providers are tied in the second position they will occupy that second position as well as the 3rd and 4th positions respectively. An example illustrating this paragraph is shown below:

Potential Provider	Potential Providers %	Ranking	
Potential Provider A	5%	1	
Potential Provider B	10%	2	Tied places in any position will take respective ranked positions as detailed.
Potential Provider C	10%	2	
Potential Provider D	10%	2	
Potential Provider E	15%	5	

12.8.4 The Potential Provider ranked in 1st position will be awarded the maximum mark available (20 marks).

12.8.5 The remaining Potential Providers will receive a percentage of the maximum mark available, relative to the number of compliant Pricing Matrix's submitted and the Potential Providers ranking, using the equation below:

$$\text{Distribution Charge Avoidance Score} = \frac{\text{Maximum Mark Available (20)}}{\text{Number of Pricing Matrix's submitted}} \times \frac{\text{Number of Pricing Matrix submitted minus Potential Providers Ranking} + 1}{1}$$

12.8.6 Please see example below for Potential Provider BB Distribution Charge Avoidance Scheme Score, 5 compliant Pricing Matrix's submitted and Potential Provider BB ranked 3rd.

Potential Provider BB Distribution Charge Avoidance Scheme =

A
Maximum Mark Available = 20

Number of Pricing Matrix's submitted = 5

X

B
Number of Pricing Matrix submitted = 5
<i>minus</i>
Potential Providers BB Ranking = 3
+1

<p>A</p> <p>Maximum Mark Available = 20</p> <p>Number of Compliant Pricing Matrix's submitted = 5</p>	$20 / 5 = 4$
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<p>B</p> <p>Number of Compliant Pricing Matrix submitted = 5</p> <p><i>minus</i></p> <p>Potential Providers BB Ranking = 4</p> <p>+1</p>	$5 - 3 + 1 = 3$
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Potential Provide BB Distribution Charge Avoidance Score =

A	x	B	=	12
4		3		

Potential Provide BB Distribution Charge Avoidance Score = 12

12.9 Grand Total Price

12.9.1 The 'Grand Total Price' will be calculated by adding together the Potential Providers:

12.9.1.1 Network Operator Scheme Score;

12.9.1.2 Transmission Network Charge Reduction Scheme Score;

12.9.1.3 Distribution Charge Avoidance Score.

12.9.2 The working example below illustrates how the 'Service Score' is calculated using the fictitious Potential Provider BB.

	Network Operator Scheme Score (Max Score available 50)	Transmission Network Charge Reduction Scheme Score (Max Score available 30)	Distribution Charge Avoidance Scheme Score (Max Score available 20)	Grand Total Price Score (Max Score available 100)
Potential Provider BB	40	12	12	64

12.9.3 The Grand Total Price will be multiplied by 60 (Price Evaluation weighted 60%) to calculate the Price Score as illustrated in the table below.

	Grand Total Price Score	Price Score Weighted 60% (Maximum Price Score 60)
Potential Provider BB	64	38.40

12.10 Final Score

12.10.1 The Quality Score will be added to the Price Score to determine the '**Final Score**' for each Potential Provider.

12.10.2 Rounding takes place in the e-Sourcing Suite, rounding up to two decimal places. The Authority will not apply any other rounding.

12.10.3 Example of Final Score for illustrative purposes

	Quality Score		Price Score		Final Score	
	(Maximum Available 40)	Score	Maximum Available 60)	Score	Maximum Available 100)	Score
Potential Provider A	25		48.86		73.86	
Potential Provider B	35		42.00		77.00	
Potential Provider C	40		37.22		77.22	

13. FINAL DECISION TO AWARD

13.1 Following evaluation of Potential Providers Tenders in accordance with the evaluation process set out in this ITT, a Framework Agreement will be concluded with the Potential

Providers who offer the most economically advantageous Tenders starting from the Potential Provider with the highest score.

- 13.2 For the purposes of determining the final decision to award all the results will be ranked from highest score downwards. The Authority will then appoint the number of Suppliers to the Framework Agreement as stated in the OJEU Notice, for the avoidance of doubt this is six (6).
- 13.3 Where the Final Score achieved by multiple Potential Providers ranks them in equal 6th position then all Potential Providers ranked in 6th position will be awarded a Framework Agreement.
- 13.4 The maximum number of Suppliers may increase where two (2) or more Potential Providers have tied scores and are placed in the last position. In such cases, Potential Providers who are tied with the same score in the last position shall be deemed to be one Supplier for the purpose of calculating the maximum number of Suppliers. The Authority will award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position score only. For the avoidance of doubt, the last position is 6th position.
- 13.5 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 13.6 Should one of the Potential Providers within the top ranked six (6) decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 13.7 Following a Standstill Period of ten (10) calendar days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 13.8 The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten (10) calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Supplier(s). It allows unsuccessful Potential Providers the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 13.9 The conclusion of a Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

14. THE ARMED FORCES COVENANT

- 14.1 The Armed Forces Covenant ("the Covenant") is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
- 14.2 The Covenant's 2 principles are that:
 - 14.2.1 the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services ; and
 - 14.2.2 special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

- 14.3 The Authority encourages all Suppliers, and their Sub-Contractors, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
- 14.4 Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](#) .
- 14.5 If you wish to register your support you can provide a point of contact for your organisation on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.
- Email address: covenant-mailbox@mod.uk
- Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London SW1A 2HB.
- 14.6 Paragraphs 14.1 to 14.5 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

15. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means Crown Commercial Service (CCS);
Award Questionnaire	means the Award Questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 12;
Call Off Agreement	means a specific contract awarded by a Contracting Authority under the terms of the Framework Agreement. The template call off agreement terms and conditions, to be used for every Call Off agreement awarded under the terms of the Framework Agreement, are at Attachment 5.
Call Off Contract	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Goods and Services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.2;
Contracting Authorities	means the bodies listed in the OJEU Notice and “Contracting Authority” shall be construed accordingly;
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.
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-essentials-scheme-overview
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 12.10;
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 (Guarantee);

Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Schedule	means a schedule to the Framework Agreement;
Go Live	Means an IT System or Service becoming operational
Goods and Services	means the Goods and Services that may be provided by Potential Providers, as set out at Framework Schedule 2: Part A: Goods and Services;
Grand Total Price	Has the meaning in paragraph 12.9
Group of Economic Operators	means a Group of Economic Operators acting jointly and severally to provide the Goods and Services;
Invitation to Tender or ITT	means this Invitation to Tender document and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;
Lead Contact	means the individual nominated by 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 responses to the Selection and Award Questionnaires;
Management Charge	means the sum payable by the Supplier to the Authority being an amount equal to 1 per cent (1%) of all Charges for the Goods and Services invoiced to the Contracting Authorities by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Contracts entered pursuant to this Framework Agreement;
Management Information or MI	means the Management Information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Participation Requirements and Selection Questionnaire and Guidance - Attachment 2 and Award Questionnaire Response Guidance, Evaluation and Marking Scheme - Attachment 3;
Maximum Mark Available	has the meaning set out in paragraph 12.3.3;
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 12.3.4;
Minimum Quality Threshold	means a Quality Score of 48.00

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 Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Participation Requirements and Selection Questionnaire	means the Participation Requirements and Selection Questionnaire and Guidance set out in the e-Sourcing Suite;
Parties	means the Authority or the Supplier;
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 score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 12.5;
Pricing Model	See Attachment 12
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Goods and Services to Contracting Authority as described in the OJEU Notice;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 12.3.6;
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 Participation Requirements and Selection Questionnaire set out in the e-Sourcing Suite;
Services	means the Services that may be provided by Potential Providers, as set out at Framework Schedule 2: Part A: Goods and Services – Attachment 9;

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 13.9;
Sub-Contractor	means a third party which: a) provides the Goods and Services (or any part of them); b) provides facilities or services necessary for the provision of the Goods and Services (or any part of them); and/or c) is responsible for the management, direction or control of the Goods and Services (or any part of them); pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;
Supplier / Suppliers	means a Potential Provider(s) with whom the Contracting Authority has concluded a Framework Agreement;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Period	means the period from the OJEU Notice Dispatch to the Tender Submission Deadline as set out in paragraph 4;
Tender Clarifications Deadline	means the time and date set out in paragraph 4 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4 for the latest uploading of Tenders;
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;
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales;