



Crown
Commercial
Service

INVITATION TO TENDER

CONTACT CENTRE SERVICES

**REFERENCE NUMBER
RM3815**

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority 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 Contact Centre Services for each of the following two (2) Lots:
 - 1.3.1 Lot 1 – Specialist Contact Centre Consultancy Services
 - 1.3.2 Lot 2 – Contact Centre Services
- 1.4 The purpose of this Framework Agreement is to appoint Suppliers who shall be responsible for the provision of Specialist Contact Centre Consultancy Services and Contact Centre Services to Contracting Authorities.
- 1.5 A Framework Agreement will be awarded to multiple Suppliers, as detailed in paragraph 2.1.
- 1.6 The duration of this Framework Agreement is a four (4) year term in total, as set out in paragraph 10.1 of the Framework Agreement.
- 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 14 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 7 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 'Participation Requirements' 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 Key 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.
- 1.12 As a user of the eSourcing Suite you will have access to the messaging service, which facilitates all messages sent to you and from you in relation to any specific RFX event. Please note it is your responsibility to access these messages on a regular basis by logging on to the eSourcing Suite and checking your message inbox for this Contact Centre event to ensure you have sight of all messages sent to you by the Authority.

- 1.13 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 eSourcing Suite Supplier Guidance Documents (Attachments 13 and 14).

<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>

- 1.14 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.
- 1.15 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 for Lot 1. A Framework Agreement for Lot 2 will be awarded to all Potential Providers who achieve or exceed a Lot 2 Final Score of 55. Once the Framework Agreement has been executed, those successful Potential Providers will become the Suppliers.
- 2.2 Potential Providers have the opportunity to bid for both or one of the two (2) Lots. However:
- 2.2.1 If a Supplier is successful on both Lots they will only be awarded a place on the Lot that they have indicated at SQ1.3 (b) as their preference. For clarity, Potential Providers are not allowed to be awarded a Framework Agreement for both Lot 1 and Lot 2.
- 2.2.2 In order to ensure that the competition on the Framework Agreement is not distorted, Potential Providers are not permitted to submit more than one Tender for each Lot regardless of whether that Tender is submitted in their own name or as part of a Group of Economic Operators. If a Potential Provider submits more than one Tender for the Lot, the Authority will disqualify one or all of the Tenders submitted by the Potential Provider in respect of the relevant Lot. For the avoidance of doubt, a Potential Provider may bid for a Lot and also be named as a Key Sub-Contractor by another Potential Provider bidding for the same Lot, but Potential Providers who are part of the same group of companies are not allowed to submit separate bids within the same Lot.
- 2.3 The Framework Agreement will enable Contracting Authorities to place orders with the Suppliers for the Goods and/or Services via Call Off Contracts.
- 2.4 The Framework Agreement and Template Call Off Agreements are available at Attachment 4a, Attachment 4b, Attachment 6a and Attachment 6b 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.
- 2.5 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, then it will make the appropriate amend.

- 2.6 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/or Services.
- 2.7 The Authority will manage the overall performance of the Suppliers on this Framework Agreement and collect Management Information and any Management Charges and GCS Levy (Lot 2 only) payable by Suppliers as defined in Clause 20 and Schedule 9 of the Framework Agreement.

2.8 Contracting Authorities

- 2.8.1 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.
- 2.8.2 Any relevant Contracting Authorities may purchase the Good and/or 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.

2.9 The Ordering Process and Further Evaluation Criteria

- 2.9.1 Contracting Authorities may award Call-Off Contracts for any of the Goods and/or Services by further competition i.e. with re-opening competition among Suppliers including by use of an e-Auction.
- 2.9.2 The procedure that the Authority and/or Contracting Authorities use to make a Call Off Contract are set out in are set out in Framework Schedule 5 (Call-Off Procedure) at Attachment 4a and 4b.
- 2.9.3 Contracting Authorities will use the evaluation criteria and weightings set out in Framework Schedule 6 Award Criteria to determine which Supplier should be appointed to supply the Goods and/or Services.
- 2.9.4 All Call Off Contracts awarded by the Authority or Contracting Authorities will be subject to the terms and conditions contained within Framework Schedule 4: Template Order Form And Template Call Off Terms Lot 1 (Attachment 6a) and within Framework Schedule 4: Template Order Form And Template Call Off Terms – Lot 2 (Attachment 6b), supplemented as appropriate by such additional details as may be necessary and permissible.
- 2.9.5 The Contracting Authorities will manage the Supplier's day to day performance of the Call Off Agreement it has entered into with the Supplier.

3. REQUIREMENTS

3.1 A detailed description of the Services that a Supplier will be required to provide for a Lot, in which it has been successful, is set out at Framework Schedule 2: Services and Key Performance Indicators - Part A - Services (Attachment 5) 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 been sub divided into two (2) Lots, namely:

LOT	DESCRIPTION
Lot 1	Specialist Contact Centre Consultancy Services
Lot 2	Contact Centre Services

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.

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
3 rd March 2017	Dispatch of the OJEU Notice
6 th March 2017	Clarification period starts
20 th March 2017 15:00 Hours	Clarification period closes (" Tender Clarifications Deadline ")
24 th March 2017	Deadline for the publication of responses to Tender Clarification questions
3 rd April 2017 11:00 Hours	Deadline for submission of Tenders to the Authority (" Tender Submission Deadline ")
19 th May 2017	Intention to award notification issued to successful and unsuccessful Potential Providers.
30 th May 2017	Ten (10) day Standstill Period (in accordance with Regulation 87) ends midnight at the end of the 30 th May 2017
31 st May 2017	Confirmation of Award
1 st June 2017	Expected commencement date for Framework Agreements

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 10 – Pricing Model (Lot 1 and Lot 2) (uploaded as an attachment in the e-Sourcing Suite to question PQ1);
- Attachment 12 - Framework Agreement Population Template (uploaded as an Attachment in the e-Sourcing Suite to SQ1.4; 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; and

5.4.5 For technical guidance on how to complete questions and text fields and how to upload any requested Attachments please refer to the eSourcing Suite Supplier Guidance Part B – Tendering and Further Competitions Document (Attachment 14).

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; and

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; and
 - 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 e-Sourcing Suite Supplier Guidance Part B – Tendering and Further Competitions Document (Attachment 14) 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 Participation Requirements and Selection Questionnaire and Guidance (Attachment 2) 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.

5.12 Data Security

5.12.1 The Government has introduced a new Government Security Classifications (GSC) scheme to replace the Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All Potential Providers are encouraged to make themselves aware of the changes and identify any potential impacts in their Tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the Tender process or pursuant to any Framework Agreement and Call Off Agreement awarded to you as a result of this tender process will be subject to the GSC. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

5.12.2 The Authority reserves the right to amend any security related term or condition of the draft Framework Agreement and Call Off Agreement accompanying this ITT to reflect any changes introduced by the GSC. In particular where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a Security Aspects Letter) as a result of any changes stemming from the new GSC, whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies or otherwise. This may relate to the instructions on safeguarding classified information (e.g. a Security Aspects Letter) as they apply to the Tender process and/or

any Framework Agreements and/or Call Off Agreements awarded to you as a result of the Tender process.

6. CONTRACTING ARRANGEMENTS (KEY 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 6.6 below.
- 6.4 With the exception of Key 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/or 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 Key Sub-Contractors identified in the Tender.
- 6.5 The only organisations permitted to provide the Services other than the Potential Provider are:
- 6.5.1 Key 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 SQ1.2 (b) (i-ii) as relevant to the Lot(s) for which you submit a tender in the Participation Requirements and Selection Questionnaire and Guidance (Attachment 2), if you propose to use one (1) or more Key Sub-Contractors.
- 6.6.2 If you need to rely on the capability and/or experience of one (1) or more Key Sub-Contractors in your Tender to demonstrate your ability to provide the 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 Key Sub-Contractor in its response to a question give the name of the Key Sub-Contractor and explain the Key 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 Key Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call Off Agreement). 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 Key Sub-Contractor in Framework Schedule 1: Definitions - Framework Agreement (Attachment(s) 4a and 4b).

6.7 Group of Economic Operator Proposals

- 6.7.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so with all Parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of this Framework Agreement including any Call Off Agreement.
- 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 questions SQ1.2 (a) to SQ1.2 (b) 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 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 Key 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 Key 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 Agreement.
- 6.9.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to Key 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(s) 4a and 4b).

6.10 Declaration of Compliance

- 6.10.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Key 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 e-Sourcing Suite (Participation Requirements Questionnaire, question PR3). If you do not answer 'Yes' to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in relation to the Key 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).

7. TUPE

- 7.1 The Authority considers that the transfer of undertakings (protection of employment) regulations 2006 ("TUPE") will not apply at the Framework level, but may apply at Call Off Contract level.
- 7.2 However, it is the responsibility of Potential Providers to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Call Off Contract and to act accordingly. The Potential Provider is encouraged to carry out its own due diligence.
- 7.3 In the event that TUPE applies in respect of a Call Off Contract, Contracting Authorities will provide all relevant information as part of a Further Competition Process.

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 4.2). 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 4.2).
- 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 through the eSourcing suite messaging system 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.
- 8.9 As a user of the eSourcing Suite you will have access to the messaging service, which facilitates all messages sent to you and from you in relation to any specific RFX event. Please note it is your responsibility to access these messages on a regular basis by logging on to the eSourcing Suite and checking your message inbox for this Contact Centre event to ensure you have sight of all messages sent to you by the Authority.

9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 This paragraph 9 and paragraphs 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 Participation Requirements and Selection Questionnaire and Guidance (Attachment 2) 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; and

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 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 (Grounds for Mandatory Exclusion) of the Participation Requirements and Selection Questionnaire and Guidance (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 Participation Requirements and Selection Questionnaire and Guidance (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 – LOT 1 ONLY

11.3.1 The information you submit in response sections 1.1 Potential Provider Information and 1.2 Bidding Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1a that a 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 years and/or one or more of the following in respect of your organisation or the proposed Framework Guarantor (as the case may be):

11.3.4.1 a statement of your 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 that can be viewed at

Attachment 9 – Financial Assessment Template, 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 11.3.6 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 11.3.4 has not been provided, then the Tender will be excluded from further involvement in the procurement.
- 11.3.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having 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 11.3.6 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 2 - Selection Questionnaire Section 4 – Economic and Financial Standing – LOT 2 ONLY

- 11.4.1 The information you submit in response to sections 1.1 Potential Supplier Information and 1.2 Bidding Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If in response to question SQ4.2 (c), you indicate that you or if applicable any members of your Group of Economic Operators wish the financial assessment to be carried out in respect of a Framework Guarantor, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph 11.4.
- 11.4.2 The Authority will use a Credit Reference Agency to request a detailed financial risk report based on the information provided in response to the Selection Questionnaire.
- 11.4.3 The Authority will also ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of following in respect of your organisation or proposed Framework Guarantor (as the case may be):
 - 11.4.3.1 a statement of your 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;
 - 11.4.3.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 11.4.3.3 an alternative means of demonstrating financial status.

- 11.4.4 The Authority will use the information described in paragraph 11.4.3, in addition to the Credit Reference Agency report described in paragraph 11.4.1 (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 which can be viewed using the template provided at Attachment 9 – Financial Assessment Template, which covers a range of financial risk indicators.
- 11.4.5 If the Authority then determines (in accordance with paragraph 11.4.4) that the financial risk is determined as being acceptable, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 11.4.6 If the Authority determines (in accordance with paragraph 11.4.4) 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 11.4.1 to 11.4.4 in respect of the proposed Framework Guarantor.
- 11.4.7 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 11.4.4 has not been provided, then the Tender will be excluded from further involvement in the procurement.
- 11.4.8 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having 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 11.4.1 to 11.4.4 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains as unacceptable, then the Tender will be excluded from further involvement in this Procurement.
- 11.4.9 The Authority may require the Potential Provider's agreement to provide a guarantee/bond at the award of the first Call-Off Agreement, in the event that the Potential Provider is awarded a Framework Agreement.
- 11.5 Stage 3 – Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Section 6.1 Lot 1 only.**
- 11.5.1 Responses to the questions in Section 6.1 –Technical and Professional Ability (Evaluated) will be assessed and awarded a Pass or a Fail based on the criteria set out in Attachment 2- Participation Requirements and Selection Questionnaire and Guidance.
- 11.5.2 Evaluators will assess responses to the questions to a questions SQ6.1 (a), SQ6.1 (b) and SQ6.1 (c) and award a Pass or a Fail based on the criteria set out in Attachment 2- Participation Requirements and Selection Questionnaire and Guidance.
- 11.5.3 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 11.5.4 If, following completion of the Consensus Marking Procedure, as detailed in paragraph 9.2, the response to a question in SQ6.1, i.e. SQ6.1 (a), SQ6.1 (b) and SQ6.1(c) 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.

11.6 Stage 3 – Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Sections 6.2 and 6.3 Lot 2 only.

- 11.6.1 Responses to the questions in Section 6.2 and 6.3 –Technical and Professional Ability – Previous Supply (Evaluated) will be assessed and awarded a Pass or a Fail based on the criteria set out in Attachment 2- Participation Requirements and Selection Questionnaire and Guidance.
- 11.6.2 In Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, question SQ 6.3 (a) Potential Providers are required to populated and uploaded Attachment 2a –Certificate of Past Performance for each Contract example (a certificate for each example provided above in SQ6.2(b) and SQ6.2(c) is required).
- 11.6.3 The Authority will use the information you provide to questions SQ6.2 and SQ6.3 i.e. SQ6.2 (a), SQ6.2 (b), SQ6.2 (c) and SQ6.3 to evaluate whether your organisation; and/ or members within the Group of Economic Operators and/ or named Key Sub-Contractors have the relevant technical and professional ability to perform the requirement for Lot 2 of this Framework Agreement.
- 11.6.4 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 11.6.5 If, following completion of the Consensus Marking Procedure, as detailed in paragraph 9.2, the responses to questions in SQ6.2 and SQ6.3, i.e. SQ6.2 (a), SQ6.2 (b), SQ6.2 (c) and SQ6.3 are 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.

11.7 Stage 3 – Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Section 7

- 11.7.1 Response to the questions in Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Section 7 Modern Slavery Act 2015, will be assessed and awarded a Pass or a Fail based on the response set out below:
 - 11.7.1.1 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.
 - 11.7.1.2 Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Section 7- Modern Slavery Act 2015 will be assessed and awarded a Pass or a Fail based on the criteria set out below:
 - 11.7.1.2.1 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);
 - 11.7.1.2.2 If you answer Yes to SQ7.1(b) you are required to provide the relevant website in response to SQ7.1(c);

11.7.1.2.3 If you answer No to SQ7.1(b) you are required to provide an explanation in response to SQ7.1(d);

11.7.1.2.4 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.

11.7.1.2.5 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.

11.7.1.3 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).

11.8 Stage 3 – Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Sections 8.1 and 8.2.

11.8.1 Response to the questions in Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Section 8.1 – Insurance Lot 1 Only will be assessed and awarded a Pass or a Fail based on the response set out below;

11.8.1.1 If you are bidding for Lot 1 and you answer Yes to SQ8.1 (a), SQ8.1 (b), and SQ8.1(c) 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) and SQ8.1(c), then you will be awarded a Fail and excluded from further participation in this Procurement. You will be required to provide evidence, if you are successful by the Framework Award date; and

11.8.1.2 If you are bidding for Lot 2 only you must respond No to questions SQ8.1 (a), SQ8.1 (b) and SQ8.1(c) and will be awarded a Pass.

11.8.2 Response to the questions in Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Section 8.2 – Insurance Lot 2 Only will be assessed and awarded a Pass or a Fail based on the response set out below;

11.8.2.1 If you are bidding for Lot 2 and you answer Yes to SQ8.2 (a), SQ8.2 (b), and SQ8.2(c) regarding the levels of insurance cover, then you will be awarded a “Pass”. If you answer No to any of the following SQ8.2 (a), SQ8.2 (b) and SQ8.2 (c), then you will be awarded a Fail and excluded from further participation in this Procurement. You will be required to provide evidence, if you are successful by the Framework Award date.

11.8.2.2 If you are bidding for Lot 1 only you must respond No to questions SQ8.2 (a), SQ8.2 (b) and SQ8.2(c) and will be awarded a Pass.

11.9 Stage 3 – Attachment 2 – Participation Requirements and Selection Questionnaire and Guidance, Sections 8.3, 8.4, 8.5, 8.6 and 8.7.

- 11.9.1 Section 8.3 – Skills and Apprentices Questions SQ8.3 (a), SQ8.3 (b) and SQ8.3(c) will be evaluated Pass or Fail. You are required to answer Yes to questions SQ8.3 (a), SQ8.3 (b) and SQ8.3(c). If you do not answer Yes to all questions, SQ8.3 (a), SQ8.3 (b) and SQ8.3(c) i.e No or N/A, you will be excluded from further participation in this Procurement. If you self certify that you meet the Framework Agreement specific requirements you will be required to provide evidence, if you are successful by the Call Off Contract stage.
- 11.9.2 Section 8.4(a) – Cyber Essentials Scheme Question SQ8.4 (a) will be evaluated Pass or Fail. You are required to answer Yes to this question if you confirm that you and your Key Sub-Contractors meet the requirements of the Cyber Essentials scheme. If you do not answer Yes to this question you will be excluded from further participation in this Procurement. If you answer No to SQ8.4 (a) then you will be awarded a Fail and excluded from further participation in this Procurement. You will be required to provide evidence, if you are successful by the date of the first Call Off Contract.
- 11.9.3 Section 8.4(b) – In relation to the Services, please confirm that you comply with all the following criteria you agree to commission CHECK compliant Penetration Testing, with a CESG approved provider, prior to Call Off Contract stage and annually thereafter will be evaluated Pass or Fail. You are required to answer Yes to this question. If you do not answer Yes to question 8.4(b) then you will be excluded from further participation in this Procurement.
- 11.9.4 Section 8.4 (c) - As an attachment to question SQ8.4(b) you are required to download and confirm that you have read Attachment 11 – Security Guidance of the ITT Suite. You are required to answer Yes to this question. If you do not answer Yes to question 8.4(c) then you may be excluded from further participation in this Procurement. If you answer No to SQ8.4(c) then you may be awarded a Fail and excluded from further participation in this Procurement.
- 11.9.5 Section 8.5 – Health & Safety Questions - If you answer Yes to SQ8.5 (a) and No to SQ8.5 (b) then you will be awarded a Pass. If you answer Yes to SQ8.5 (a) and Yes to SQ8.5 (b) you are required to provide details of enforcement/remedial orders as an attachment to SQ8.5 (c). If the details are deemed satisfactory by the Authority you will be awarded a Pass, if the evidence is unsatisfactory you will be awarded a Fail and excluded from further participation in this Procurement. You will be required to provide evidence, if you are successful at contract award stage.
- 11.9.6 Section 8.6 – Equality and Diversity Question SQ8.6 (a) - If you answer Yes to SQ8.6 (a), then you will be awarded a Pass. If you answer No to SQ8.6 (a) then you will be awarded a Fail and excluded from further participation in this Procurement. You will be required to provide evidence, if you are successful at contract award stage.
- 11.9.7 Section 8.7 – Business Continuity and Disaster Recovery SQ8.7 (a) - If you answer Yes to SQ8.7 (a), then you will be awarded a Pass. If you answer No to SQ8.7 (a) then you will be awarded a Fail and excluded from further participation in this Procurement. You will be required to provide evidence, if you are successful at contract award stage.

11.10 Selection of Tenders for the Award Stage Evaluation

11.10.1 Following evaluation of Tenders at the Selection Stage, those Potential Providers whose Tenders:

11.10.1.1 pass the compliance/validation checks at paragraph 10 above;

11.10.1.2 are not excluded under provisions of Stage 1 above;

11.10.1.3 acceptable in terms of the economic and financial standing requirements at Stage 2 above;

11.10.1.4 meet the standards set out in Regulation 58 at Stage 3 above;
and

11.10.1.5 achieve a 'pass' to all the questions relevant to the Lot 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.

11.11 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.

11.12 Selection Stage – Evaluation Summary Table

Section			Evaluated
Section 1.1 - Potential Provider Information			
SQ1.1 (a)	Organisation Details	Compliance	
SQ1.1 (b) (i)	Registered Office address (if applicable)	Compliance	
SQ1.1 (b) (ii)	Website address	Compliance	
SQ1.1 (c) (i)	Trading Status	Compliance	
SQ1.1 (c) (ii)	Trading Status - Other	Compliance	
SQ1.1 (d)	Date of Registration	Compliance	
SQ1.1 (e)	Company Registration Number	Compliance	
SQ1.1 (f)	Charity Registration Number	Compliance	
SQ1.1 (g)	Head office DUNS number	Compliance	
SQ1.1 (h)	Registered VAT number	Compliance	
SQ1.1 (i) (i-ii)	Professional or Trade Body Registration - Details	Compliance	
SQ1.1 (j) (i)	Organisation/Services Membership	Compliance	
SQ1.1 (j) (ii)	Organisation/Services Membership - Details	Compliance	
SQ1.1 (k)	Trading Name	Compliance	
SQ1.1 (l)	Classifications	Compliance	
SQ1.1 (m)	SME	Compliance	
SQ1.1 (n)	Parent Company – Details	Compliance	
Section 1.2: Bidding Model			
SQ1.2 (a) (i)	Group of Economic Operators - Lead	Compliance	
SQ1.2 (a) (ii)	Group of Economic Operators - Name	Compliance	
SQ1.2 (a) (iii)	Group of Economic Operators - Legal Structure	Compliance	
SQ1.2 (b) (i)	Group of Economic Operators – Key Sub-Contracting	Compliance	
SQ1.2 (b) (ii)	Group of Economic Operators – Key Sub-Contracting - Details	Compliance	
SQ1.2 (b) (iii)	Group of Economic Operators - Members - Details	Compliance	
Section 1.3: Lot Selection (For Information Only)			
SQ1.3 (a)	Lot Selection	Compliance	
SQ1.3 (b)	Lots – Order of Preference		
Section 1.4: Framework Population Template (For Information Only)			
SQ1.4	Framework Population Template	Compliance	
Section 2: Grounds for Mandatory Exclusion (Evaluated)			
SQ2.1 (a-e)	Grounds for Mandatory Exclusion	Compliance	
Section 3: Grounds for Discretionary Exclusion (Evaluated)			
SQ3.1 (a-j)	Grounds for Discretionary Exclusion	Compliance	
SQ3.2	Demonstrable Measures	Compliance	
Section 4: Economic and Financial Standing (Evaluated)			
SQ4.1 (a-c)	Financial Risk Assessment – Lot 1 Only	Evaluation	

SQ4.2 (a-)	Higher Financial Risk Assessment – Lot 2 Only	Evaluation	
Section 5: Not Used			
Section 6: Technical and Professional Ability – Previous Supply (Evaluated)			
SQ6.1 (a)	Contract Examples – Lot 1 Only	Evaluation	Pass/Fail
SQ6.1 (b-c)	Comparable Contract Examples – Lot 1 Only	Evaluation	Pass/Fail
SQ6.2 (a)	Contract Examples – Lot 2 Only	Evaluation	Pass/Fail
SQ6.2 (b-c)	Comparable Contract Examples – Lot 2 Only	Evaluation	Pass/Fail
SQ6.3 (a)	Previous Performance – Lot 2 Only	Evaluation	Pass/Fail
Section 7: Modern Slavery Act 2015 (Evaluated)			
SQ7.1 (a-d)	Requirements Under Modern Slavery Act 2015	Evaluation	Pass/Fail
Section 8: Additional Questions (Evaluated)			
SQ8.1 (a-c)	Insurance – Lot 1 Only	Evaluation	Pass/Fail
SQ8.2 (a-c)	Insurance – Lot 2 Only	Evaluation	Pass/Fail
SQ8.3 (a-c)	Skills and Apprentices	Evaluation	Pass/Fail
SQ8.4 (a)	Cyber Essentials Scheme	Evaluation	Pass/Fail
SQ8.4 (b-c)	CESG CHECK Penetration Testing	Evaluation	Pass/Fail
SQ8.5 (a-c)	Health & Safety	Evaluation	Pass/Fail
SQ8.6 (a)	Equality and Diversity	Evaluation	Pass/Fail
SQ8.7 (a)	Business Continuity and Disaster Recovery	Evaluation	Pass/Fail

12. AWARD STAGE EVALUATION

- 12.1 If a Potential Provider's Tender has met each of the requirements of paragraph 11.10, consideration will then be given to the responses to the Award Questionnaire and Prices submitted in the Pricing Model (Attachment 10) and evaluated in accordance with this paragraph 12.
- 12.2 The Award Stage evaluation for each Lot will comprise of:
- 12.2.1 an evaluation of Potential Providers answers to the Award Questionnaire (**“Quality Evaluation”**);
 - 12.2.2 an evaluation of the prices tendered in the Pricing Model (**“Price Evaluation”**);
- 12.3 This procurement will be awarded on the basis of the Most Economically Advantageous Tender. The Authority will assess which Tender constitutes the most economically advantageous Tender amongst those offered with the methodology as detailed in this paragraph 12.
- 12.4 The maximum possible weighted score capable of being achieved by a Potential Provider will be 100 (being the sum of the scores achieved for Quality Evaluation and Price) i.e. 50 + 50 for Lot 1 and 70 + 30 for Lot 2.
- 12.4.1 For Lot 1, the Quality Evaluation is weighted as 50% and the Price Evaluation is weighted as 50%.
 - 12.4.2 For Lot 2, the Quality Evaluation is weighted as 70% and the Price Evaluation is weighted as 30%.

12.5 All calculations used to determine the Quality and Price marks and scores will be rounded to two decimal place using the standard Excel 2010 formula.

12.6 Quality Evaluation

12.6.1 The questions in Section A – Lot Specific Mandatory Questions, of the Award Questionnaire, AQA1 (Compliance with Framework Schedule 2: Part A – Services Lot 1 only) and AQA2 (Compliance with Framework Schedule 2: Part A – Services Lot 2 only), 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.

12.6.2 The evaluation of each of the scored questions in the Award Questionnaire i.e. AQB1, AQB2 and AQB3 (Lot 1 Specific Questions), and AQC1, AQC2, AQC3 and AQC4 (Lot 2 Specific Questions) will be conducted and consensus checked in accordance with the Consensus Marking Procedure paragraph 9.2 of this ITT.

12.6.3 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM MARK AVAILABLE
0	0% of the Maximum Mark Available for the question
33	33% of the Maximum Mark Available for the question
66	66% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

12.6.4 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.

12.6.5 If a Potential Provider is awarded a mark of 0 (zero) for any of the scored questions i.e. AQB1, AQB2 and AQB3 (Lot 1 Specific Questions) AQC1, AQC2, AQC3 and AQC4 (Lot 2 Specific Questions) they will be deemed as having failed in this Procurement and their Tender will be excluded from further participation in this Procurement.

12.6.6 The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the tables at paragraph 12.6.8 and 12.6.9 below. For example, if a Potential Provider achieved a mark of 66 out of 100 for a question, it would equate to 66% of 100% multiplied by the question weighting as a percentage (being the Maximum Score Available for that question).

12.6.7 When the score for each question has been determined they will be added together and the total weighted scores will be multiplied by 50% for Lot 1 and 70% for Lot 2 to determine an overall score for the Quality Evaluation ("**Quality Score**"). See worked example in the table below :

12.6.8 Lot 1 Example – Potential Provider A (for illustrative purposes only)

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQB1	Strategy Development, Designing and Building Projects	50 %	100	100	50.00	50.00
AQB2	Project Team	25%	100	66	25.00	16.50
AQB3	Project Management	25 %	100	33	25.00	8.25
Maximum Score Available					100.00	
Potential Provider A Total Weighted Score						74.75
Potential Provider A “ Lot 1 Quality Score ” (Total Weighted Score multiplied by 50% Quality)						37.38

12.6.9 Lot 2 Example – Potential Provider B (for illustrative purposes only)

Question Number	Subject	Question Weighting	Maximum Mark Available	Mark	Maximum Score Available	Weighted Score
AQC1	People	25 %	100	100	25.00	25.00
AQC2	Value for Money and Innovation	25%	100	66	25.00	16.50
AQC3	Mobilisation	25%	100	100	25.00	25.00
AQC4	Demand Management	25%	100	33	25.00	8.25
Maximum Score Available					100.00	
Potential Provider B Total Weighted Score						74.75
Potential Provider B “ Lot 2 Quality Score ” (Total Weighted Score multiplied by 70% Quality)						52.33

12.7 Quality Evaluation Lot 1

- 12.7.1 To proceed to the Price Evaluation Stage for Lot 1, Potential Providers must
- 12.7.1.1 achieve a “pass” for the mandatory question AQA1 Compliance With Framework Schedule 2: Part A – Services Lot 1 only; and
 - 12.7.1.2 achieve a mark higher than zero for all Lot 1 scored questions AQB1 and AQB2 and AQB3.

12.8 Quality Evaluation Lot 2

12.8.1 To proceed to the Price Evaluation Stage for Lot 2, Potential Providers must

12.8.1.1 achieve a “pass” for the mandatory question AQA2 Compliance With Framework Schedule 2: Part A – Services Lot 2 only; and

12.8.1.2 achieve a mark higher than zero for all Lot 2 scored questions AQC1 and AQC2 and AQC3 and AQC4.

12.9 Overview of Quality Evaluation (Quality Criteria and Weightings)

		Marking Scheme
SECTION A – LOT SPECIFIC MANDATORY REQUIREMENTS		
AQA1	Compliance With Framework Schedule 2: Part A - Services Lot 1 only	PASS / FAIL
AQA2	Compliance With Framework Schedule 2: Part A – Services Lot 2 only	PASS / FAIL

		Marking Scheme	Weighting (%)
SECTION B – LOT 1 SPECIFIC QUESTIONS			
AQB1	Strategy Development, Designing and Building Projects	100/66/33/0	50
AQB2	Project Team	100/66/33/0	25
AQB3	Project Management	100/66/33/0	25

		Marking Scheme	Weighting (%)
SECTION C – LOT 2 SPECIFIC QUESTIONS			
AQC1	People	100/66/33/0	25
AQC2	Value for Money and Innovation	100/66/33/0	25
AQC3	Mobilisation	100/66/33/0	25
AQC4	Demand Management	100/66/33/0	25

12.10 Price Evaluation Process

12.10.1 Potential Providers must read and follow the Price Model (Attachment 10) instructions, Framework Schedule 3 (Framework Prices and Charging Structure), Attachment 4a and 4b, this paragraph 12.10, and paragraphs 12.11 and 12.12 below which explain how a Price shall be submitted and also explains how the submitted Prices will be evaluated.

12.10.2 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.

12.10.3 Potential Providers must download and completed the Pricing Model Attachment 10. There is a separate tab for each Lot within the Pricing Model and Potential Providers must complete each of the tabs relevant to the Lots they are tendering for.

- 12.10.4 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_Pricing Model] and upload using the paperclip icon to question PQ1 in the esourcing suite.
- 12.10.5 The Prices submitted in the Pricing Model will form part of Framework Schedule 3 (Framework Prices and Charging Structure).
- 12.10.6 All Prices submitted in the Pricing Model shall be the maximum Framework Prices.
- 12.10.7 Zero bids will be not be accepted where a Price is required. Failure to insert a required Price, or to upload the relevant Pricing Model in response to the Lot(s) for which you are submitting a Tender, may result in your Tender being deemed non-compliant and may be excluded from further participation in this Procurement.
- 12.10.8 **Abnormally low tenders** - as part of the Price Evaluation process, if the Authority considers your Tender submitted to be abnormally low, the Authority may reject your offer, in accordance with Regulation 69.
- 12.10.9 When entering prices, enter only the numerical value. Do not add or include any additional characters such as £
- 12.10.10 All Prices submitted must be excluding VAT.
- 12.10.11 All prices shall be submitted in Great British Pounds Sterling (£), and to the nearest £1.
- 12.10.12 Pricing shall be based on a Daily Rate which is an eight (8) hour working day exclusive of breaks.
- 12.10.13 Potential Providers must ensure that the value for each grade is in ascending order, i.e. the price for the next grade exceeds the price of the previous grade.
- 12.10.14 Potential Providers must not alter, amend or change the format or layout of any Pricing Model. Potential Providers shall not insert or attach any notes or comments into any of the workbooks or upload as a separate attachment. Any such additional information will be disregarded by the Authority and your Tender may be disqualified from further participation in this Procurement.
- 12.10.15 You must complete all the cells highlighted orange for each Lot you are bidding for, this information will be evaluated and form the Pricing Evaluation for each Lot you are bidding for. Failure to insert an applicable price may result in your tender being deemed non-compliant and may be rejected and excluded from further participation in this procurement.

12.11 Price Evaluation Lot 1 Only

- 12.11.1 The Price Evaluation is weighted at 50% for Lot 1.
- 12.11.2 Potential Providers pricing shall not include any associated Travel and Subsistence. Please refer to Annex 1 Paragraph 7 of Framework Schedule 2: Services and Key Performance Indicators – Part A – Goods and Services.

12.11.3 Prices must include:

- all second tier (and subsequent tier) supply chain partners commission and /or mark ups.
- direct Labour Costs (the basic rate paid to Supplier Personnel including any premium time payment, fringe benefits and bonus payments);
- all costs associated with holidays pay, sickness leave with pay, customary and public holidays;
- payroll Burden (all costs of taxes and contributions imposed by law, or regulations)
- all costs associated with the recruitment, training, and security vetting
- all overheads
- an element of profit
- CCS Management Charge

12.11.4 Potential Providers are required to provide a Daily Rate for each of the five (5) Grades listed Table A below

12.11.5 The Daily Rates provided for each Grade will be weighted as set out in Table A below. The Daily Rate submitted will be multiplied by the appropriate weighting found in Table A below to calculate a “Weighted Daily Rate” for each Grade.

Table A

Grade	Weighting
Partner / Managing Director or equivalent	10%
Managing Consultant / Associate Director / Director or equivalent	10%
Principal Consultant or equivalent	20%
Senior Consultant / Manager or equivalent	30%
Junior Consultant or equivalent	20%

12.11.6 The “Weighted Daily Rate” for each Grade will be added together to calculate the “Lot 1 Basket Price”. Please see example at Table B for illustrative purposes only.

Table B

Grade	Daily Rate submitted (£)	Weighting	Weighted Daily Rate
Partner / Managing Director or equivalent	100.00	10%	10.00
Managing Consultant / Associate Director / Director or equivalent	90.00	10%	9.00
Principal Consultant or equivalent	80.00	20%	16.00
Senior Consultant / Manager or equivalent	70.00	30%	21.00
Junior Consultant or equivalent	60.00	20%	12.00
Lot 1 Basket Price			68.00

12.11.7 The Potential Provider with the lowest “Lot 1 Basket Price” will be awarded the maximum mark available, 50 marks. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their “Lot 1 Basket Price” relative to the lowest “Lot 1 Basket Price” submitted using the equation found below:

The calculation used is as follows:

$$\text{Lot 1 Price Score} = \frac{\text{Lowest "Lot 1 Basket Price" tendered}}{\text{Potential Providers "Lot 1 Basket Price" tendered}} \times \frac{50}{\text{Maximum Mark Available}}$$

12.12 Price Evaluation Lot 2 Only

12.12.1 The Price Evaluation is weighted at 30% for Lot 2.

12.12.2 Prices must include:

- all second tier (and subsequent tier) supply chain partners commission and /or mark ups.
- direct Labour Costs (the basic rate paid to Supplier Personnel including any premium time payment, fringe benefits and bonus payments);
- all costs associated with holidays pay, sickness leave with pay, customary and public holidays;
- payroll Burden (all costs of taxes and contributions imposed by law, or regulations)
- all costs associated with the recruitment, training, and security vetting
- all overheads
- an element of profit

- CCS Management Charge

12.12.3 Prices must include exclude the GCS Levy (please refer to Lot 2 Framework Ageement Clause 20 Management Charge).

12.12.4 Potential Providers are require to provide a Daily Rate for each of the five (5) Grades listed Table C below.

12.12.5 The Daily Rates provided for each Grade will be weighted as set out in Table C below. The Daily Rate submitted will be multiplied by the appropriate weighting found in Table C below to calculate a “Weighted Daily Rate” for each Grade.

Table C

Grade	Weighting
Team Leader or equivalent	5%
Back Office Agent or equivalent	15%
Advanced Agent or equivalent	10%
Intermediate Agent or equivalent	25%
Entry Level Agent or equivalent	45%

12.12.6 The “Weighted Daily Rate” for each Grade will be added together to calculate the “Lot 2 Basket Price”. Please see example at Table D for illustrative purposes only.

Table D

Grade	Daily Rate submitted (£)	Weighting	Weighted Daily Rate
Team Leader or equivalent	100.00	5%	5.00
Back Office Agent or equivalent	90.00	15%	13.50
Advanced Agent or equivalent	80.00	10%	8.00
Intermediate Agent or equivalent	70.00	25%	17.50
Entry Level Agent or equivalent	60.00	45%	27.00
Lot 2 Basket Price			71.00

12.12.7 The Potential Provider with the lowest “Lot 2 Basket Price” will be awarded the maximum mark available, 30 marks. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their “Lot 1 Basket Price” relative to the lowest “ Lot 1 Basket Price” submitted using the equation found below:

The calculation used is as follows:

$$\text{Lot 2 Price Score} = \frac{\text{Lowest "Lot 2 Basket Price" tendered}}{\text{Potential Providers "Lot 2 Basket Price" tendered}} \times \frac{30}{\text{Maximum Mark Available}}$$

12.13 Lot 1 Final Score

12.13.1 The Lot 1 Quality Score awarded will be added to the Lot 1 Price Score to determine the Lot 1 Final Score for each Potential Provider (“**Lot 1 Final Score**”).

12.13.2 All results will be ranked by the highest score. Please see example at Table E for illustrative purposes only.

Table E Lot 1 Final Score

Supplier	Lot 1 Quality Score (Maximum Score Available 50)	Lot 1 Price Score (Maximum Score Available 50)	Lot 1 Final Score (Maximum Score Available 100)
Potential Provider A	80.00	12.50	92.50
Potential Provider B	75.00	17.30	92.30

12.14 Lot 2 Final Score

12.14.1 The Lot 2 Quality Score awarded will be added to the Lot 2 Price Score to determine the Lot 2 Final Score for each Potential Provider (“**Lot 2 Final Score**”).

12.14.2 Please see example at Table F for illustrative purposes only.

Table F Lot 2 Final Score

Supplier	Lot 2 Quality Score (Maximum Score Available 70)	Lot 2 Price Score (Maximum Score Available 30)	Lot 2 Final Score (Maximum Score Available 100)
Potential Provider A	50.00	20.00	70.00
Potential Provider B	45.00	25.00	65.00

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.

13.2 Final Decision to Award Lot 1

13.2.1 For the purposes of determining the final decision to award Lot 1 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 paragraph 2.1 of this ITT and in the OJEU Notice.

13.2.2 The maximum number of Suppliers for Lot 1 of this Framework Agreement 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 (1) Supplier for the purpose of calculating the maximum number of Suppliers. The Authority reserves the right to award a Framework Agreement to additional Potential Providers where their Final Score is within 1% of the original awarded last place position only. For the avoidance of doubt, last position of Lot 1 is 6th position.

13.2.3 Potential Providers have the opportunity to submit a Tender for both Lot 1 and Lot 2. However, if a Supplier is successful on both Lots they will only be awarded a place on the Lot that they have indicated in question SQ1.3 (b) as their preference. For clarity, Potential Providers are not allowed to be awarded a Framework Agreement for both Lot(s) 1 and 2.

13.2.4 If a Potential Provider is ranked within the top six (6) places in respect of Lot 1 and achieved or exceeded a Lot 2 Final Score of 55, it will only be awarded a place on the Framework Agreement according to the Potential Provider's order of preference.

13.2.5 Where a Potential Provider has been ranked within the top six (6) places of Lot 1 and also achieved or exceeded a Lot 2 Final Score of 55 and has indicated a preference for Lot 2 at SQ1.3 (b) an offer of a Framework Agreement will be offered to the next ranking Potential Provider in Lot 1.

13.3 Final Decision to Award Lot 2

13.3.1 Lot 2 Potential Providers are required to achieve or exceed a Lot 2 Final Score of 55. The Authority will then appoint the number of Suppliers who achieve or exceed a Lot 2 Final Score of 55 or higher to the Framework Agreement as stated in paragraph 2.1 of this ITT and in the OJEU Notice.

13.4 Standstill Period

13.4.1 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 Providers.

13.4.2 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 Suppliers. 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.

- 13.4.3 In the event that there is a substantive challenge to the Procurement and such a challenge is confined to a single Lot, the Authority reserves the right, to the extent that it is lawful to do so, to conclude a Framework Agreement with successful Potential Providers in respect of the Lot that has not been challenged.
- 13.4.4 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 Potential Provider, 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 either Attachment 5a or Attachment 5b;
Call Off Contract	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the 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 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
Daily Rate	means eight (8) working hours excluding breaks
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 12.13 for Lot 1 and paragraph 12.14 for Lot 2;
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 the first date that the Service Provision
Grade	has the meaning used in Framework Agreement Schedule 3 (Framework Prices and Charges Structure);
GCS Levy (Lot 2 only)	means an additional 1% levy which will apply to Contracting Authorities, who are Central Government Bodies contracting contact centre services directly related to Government Communication Service (GCS) or Departmental marketing campaigns. The application of this levy will be determined at Call Off and agreed between the Contracting Authority and Authority. Where it is determined that the Service is directly relating to a Campaign, the Supplier will be required to add 1% to their Charges for all Services invoiced to the Contracting Authority. This 1% levy will be paid to the Authority monthly, who will collect on behalf of GCS.
Group of Economic Operators	means a Group of Economic Operators acting jointly and severally to provide the Services;
Invitation to Tender or ITT	means this invitation to tender document 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 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 paragraphs 12.6.8 and 12.6.9;
Maximum Score Available	means the maximum potential score that can be awarded for a response to a question as set out in the tables at paragraphs 12.6.8 and 12.6.9;
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 / Prices	means the Daily Rates for the Grades detailed in Attachment 10 – Pricing Model (Lot 1 and Lot 2) and also used for the Price Evaluation;
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 12.11.7 for Lot 1 and 12.12.7 for Lot 2;
Pricing Model	means the Pricing Model as set out in Attachment 10
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the 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 12.6.7;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/ukxi/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 Suppliers, as set out at Framework Schedule 2: Part A: Good and Services;
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 13.11;
Key Contractor Sub-Contractor	means a third party which: a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the Services (or any part of them); pursuant to any contract or agreement (or proposed contract or agreement), other than the 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;

