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Description automatically generatedPHASE 3

INVITATION TO TENDER

Volume 1: Instruction & Guidance for Tenderers

EN-ICT-1022-P3

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1. Background & Summary Table
   1. This document provides guidance for Phase 3 of the enFrame ICT framework, which is the ITT process for the followings lots:

* Lot 10: Telephony
* Lot 11: WAN
  1. The Diocese of Coventry Multi Academy Trust is running a further competition for lot 11: WAN in parallel with the framework procurement. Tenderers wishing to bid on The Diocese of Coventry Multi Academy Trust WAN further competition must be successfully awarded a place on the framework, lot 11, and are required to provide a tender response for the framework Lot 11: WAN and the CovMAT WAN further competition at the same time. Tenderers who have provided a tender response for the CovMAT WANN further competition will be evaluated for the framework first, and if successfully awarded a framework agreement, they will be evaluated by The Diocese of Coventry MAT for the further competition. Please see **EN-COV-ICTL11-1022 CovMAT Covering Letter – Final.docx** for the list of documents in The Diocese of Coventry MAT’s further competition ITT document set.
  2. This framework is jointly sponsored by two multi-academy trusts:
     + Academies Enterprise Trust (AET) – 58 primary and secondary schools
     + The Elliot Foundation Academy Trust (TEFAT) – 29 primary schools
  3. enFrame CIC are acting as procurement agents, working alongside the sponsors to procure a comprehensive ICT framework to cover a wide range of technology services.
  4. The Sponsors wish to award a multi-supplier framework agreement for the provision of ICT services as specified in **Section 2. Scope of Framework**. This framework will provide a panel of suppliers who meet the requirements of the specified assessment criteria. The framework will be used by the trusts, academies within the trusts, and any other contracting authorities who wish to avail themselves of the facilities of the framework as detailed in **Section 2. Scope of Framework**.
  5. Summary Table:

|  |  |
| --- | --- |
| **Item** | **Framework details** |
| Contract description: | This procurement will establish a multi-supplier public sector framework agreement which will allow public bodies to contract with providers to procure and purchase ICT and technology related products and services utilising either capital investment or revenue services.  Further details of the requirements can be found in **Section 2. Scope of Framework**. |
| Estimated value: | The potential framework value has been estimated at a maximum combined value of £500,000,000 during the life of the framework.  Individual contracts are likely to range from £0 to £25,000,000. |
| Procurement method: | The Invitation to Tender (ITT) is being operated according to the UK Government FTS open procedure guidelines.  The procurement process will include the use of a further competition process for the appointment of a selected Panel Member and/or for each element of supply which is procured through this framework.  The trusts have appointed a third party, enFrame CIC, to act as their agent in conducting all further competitions and the setup and management of the framework. |
| Contract award: | Tenders will be evaluated to determine suppliers who meet the Award Criteria as detailed in **Section 13.**  The trusts will establish a minimum required level as part of the award criteria and will appoint suppliers as panel members if this minimum required level is achieved. There will not be a limit to the number of panel members appointed to the framework. |
| Insurance requirements: | Employer’s (Compulsory) Liability Insurance = £5,000,000  Public Liability Insurance = £5,000,000  Product Liability insurance = £5,000,000  Professional Indemnity = £2,000,000 |
| Contract period: | January 2023 – December 2027 |
| Queries/clarifications: | Any queries or clarifications must be issued through <https://cimple.uk>.  The deadline for clarification questions is **Monday 14 November 2022**. |
| Submission instructions: | All responses to the ITT are to be submitted electronically through <https://cimple.uk>. |
| Date & time for ITT return: | **Monday 21 November 2022, 09:00.** |

1. Scope of framework
   1. AET and TEFAT are seeking to establish a multi-supplier public sector framework agreement which will allow public sector bodies to contract with service providers to procure and/or purchase a number of ICT related services and products. The framework will utilise a further competition process to establish the most **economically advantageous tender** for each individual contract. This procurement will establish a panel of service providers who may then openly participate in the further competition process for each contract tendered through this framework. There are no limits to the number of suppliers that can be on the panel.
   2. The framework will be used by the trusts, academies who are members of the trusts, and any other Contracting Authorities who wish to avail themselves of the facilities of the framework through the further competition process as defined in **Section 17**. A full list of eligible bodies who may use this framework is available here: <https://www.enframe.org.uk/psb>.
   3. The goods and services that a supplier will be required to supply is set out in Volume 3 and a short description is contained in the FTS contract notice. A copy of the FTS notice is published at <https://cimple.uk> or on [Find a Tender](https://www.find-tender.service.gov.uk/).
   4. Given that this is a framework agreement, the values listed within the FTS notice are for indicative purposes and does not provide any guarantee about future volumes.
2. Timetable

| **Milestone** | **Stage Start Date(s)/time** |
| --- | --- |
| FTS notice published (Electronic): | Monday 24 October 2022 |
| Webinar/online conference for potential providers: | Thursday 27 October 2022 (TBC)  Tuesday 1 November 2022 (TBC) |
| Clarification period: | 24 October – 14 November 2022 |
| Submission of tenders (Deadline): | Monday 21 November 2022 09:00 |
| ITT period: | 24 October – 21 November 2022 |
| Evaluation period: | 21 November - 2 December 2022 |
| The Diocese of Coventry MAT supplier meetings: | Tuesday 29 November 2022(TBC) |
| Expected date of award of contract: | Friday 2 December 2022 |
| Standstill period: | 3 December – 12 December 2022 |
| Contract signing: | 3 December – 30 December 2022 |
| Framework commencement : | Tuesday 3 January 2023 |
| Commencement of CovMAT service: | Friday 31 March 2023 |

1. Important Notices
   1. The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the trusts and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.
   2. No supplier will undertake any publicity activities with any part of the media in relation to this ITT process without the prior written agreement of the trusts, including agreement on the format and content of any publicity.
   3. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the trusts and their advisers/contractors.
   4. AET and TEFAT reserve the right to cancel the ITT process at any point. They are not liable for any costs resulting from any cancellation of this ITT process, and do not accept any liability for any costs incurred by you in the process of responding to this tender.
   5. All suppliers will be informed as to the outcome of their ITT submission.
   6. Nothing in this ITT shall bind AET or TEFAT to accept any ITT submission. No information contained in this ITT or in any communication made between the trusts and any suppliers in connection with this ITT shall be relied upon as constituting a contract, agreement, or representation that any agreement or contract shall be offered in accordance with this ITT.
   7. You are deemed to understand fully the processes that AET and TEFAT are required to follow under relevant European and UK legislation, particularly in relation to **The Public Contracts Regulations 2015** (as amended).
   8. AET and TEFAT have appointed enFrame CIC as their procurement agent to set-up, manage and administer this framework on their behalf, and all communications should be made to enFrame CIC as specified in this documentation.
   9. AET, TEFAT or enFrame CIC may wish to conduct interviews, make enquiries of your existing customers, sample services, carry out site visits and/or require further information from you at any stage during the selection process.
   10. You must satisfy yourself that execution of the contract is within your capabilities and powers and demonstrate this to the trusts.
   11. AET and TEFAT reserve the right to clarify any element of the submitted tender.
   12. AET and TEFAT reserve the right to reject non-compliant tender responses.
2. Tendering Process
   1. Tenderers should submit their expression of interest in the framework electronically through <https://cimple.uk>.
   2. Tenders must be submitted in accordance with the instructions contained within this ITT. Any tenders not complying with the requirements of the tender in any way may be rejected by enFrame CIC, whose decision will be final. All tender documents must be completed in their entirety.
   3. Tenderers should read all instructions and guidance contained within this ITT documentation carefully before completing the required sections. Failure to comply with these requirements may result in the rejection of your tender.
   4. By submitting a tender, it will be assumed that you have agreed that your tender will remain open for acceptance for a minimum of 90 days from the closing date.
   5. Tenderers may modify their submission prior to the deadline for receipt. No submission may be modified after the deadline for receipt. Tenderers may withdraw their submission at any time prior to accepting the notification of award.
   6. Tenders must not be conditional, qualified in any way, or be accompanied by any statements which may be construed as making them equivocal or considered in a different manner to those of other tenderers.
   7. The trusts or enFrame CIC retain the right to seek clarification from any Tenderer where they believe that an error, omission, or mistake has been made.
   8. All documentation supplied by enFrame CIC, AET or TEFAT and their agents shall remain their property and confidential to them. Tenderers may not without the trusts’ written permission at any time use for your own purposes or disclose to any other person (except as may be required by law) any provided material which the trusts may make available to you all of which shall remain confidential to the trusts.
   9. Your tender will only be accepted for consideration if you complete it strictly in accordance with these instructions, and you do not impose any additional qualifications or conditions. AET and TEFAT’s decision on whether a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer concerned will be notified as such. The trusts may reserve the right to clarify any statements made by a Tenderer that may be in contravention of Section 5.8.
   10. AET and TEFAT do not bind themselves to accept any tender and shall not be liable for any loss or expense incurred by any Tenderer in the production of the tender or because of their decision not to award the contract to any Tenderer. The trusts reserve the right to accept or reject any written tender and to abort the tender process and reject all written tenders at any time prior to award of contract without incurring any liability to the affected tenderers.
   11. The tender process has been designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that Tenderers provide all the information asked for in the format and order specified. Tenderers are asked to not make changes to any part of the tender document. Failure to adhere to this request may invalidate your tender.
   12. You must complete the ITT in English and in the format outlined in the Supplier ITT Award Questionnaire and return it via the online submission method, to arrive no later than the date specified in the [**Summary Table**](#summary_table)(Section 1.5).
   13. If it is necessary for you to refer to another document that you are submitting with your tender, it is your responsibility to make sure that you explain this in a way that is easy to follow and identifies the name of the document or file, and the page and paragraph that deals with the question. If the reference is ambiguous or the trusts cannot adequately find your answer, it will be at your risk, and is likely to have a detrimental effect on the evaluation of your tender. We reserve the right to seek clarification from any supplier where it cannot adequately find the information signposted.
   14. If there is any question in the Award Questionnaire you cannot answer or any requested information you cannot provide, you should give a full explanation of the reasons why within your tender documentation submission.
   15. All documents submitted should be in the same file format and layout as the supplied documents. It is important that the documents remain in the same format and are not converted to PDFs or any other archival file format.
3. Continuous Improvement
   1. All suppliers are required to collaborate with the trusts over the full period of the contract to achieve continuous improvement in the quality and delivery of the services procured under this framework in accordance with their obligations under Part 1 of the Local Government Act 1999.
4. Structure of Tender Documentation
   1. The following documents for Phase 3 of the framework ITT procurement are included within this ITT documentation package:

|  |  |  |
| --- | --- | --- |
| **File Name** | **Description** | **Action** |
| **Volume 1**  EN-ICT-1022-P3 ITT Vol 1 Instruction and Guidance for tenderers - Final.docx | An introduction to and overview of the procurement, the procurement rules, and instructions on how to complete the ITT. | For information. |
| **Volume 2**  EN-ICT-1022-P3 ITT Vol 2 Selection Questionnaire - Final.docx | Selection Questionnaire, Declaration of Compliance, and Declaration of conflict / No Conflict of interest. | To be completed by **all tenderers** and returned. |
| **Volume 3 Lot 10**  EN-ICT-1022-P3 ITT Vol 3 L10 Telephony Award Questionnaire - Final.docx | Award Questionnaire & Evaluation Guidance for Lot 10: Telephony. | To be completed by all tenderers responding to Lot 10 and returned. |
| **Volume 3 Lot 11**  EN-ICT-1022-P3 ITT Vol 3 L11 WAN Award Questionnaire - Final.docx | Award Questionnaire & Evaluation Guidance for Lot 11: WAN. | To be completed by all tenderers responding to Lot 11 and returned. |
| **Volume 4**  EN-ICT-1022-P3 ITT Vol 4 Framework Agreement v1022.docx | Framework Agreement and Schedules. | To be signed by all tenderers successfully awarded a place on lot 10 and/or lot 11. |
| **Volume 5.1**  EN-ICT-1022-P3 ITT Vol 5.1 Equipment, Software and Services Contract v0722.docx | Contract for Lot 10: Telephony. | To be completed and signed by contracting authority and selected panel member on successful award of Lot 10 further competitions. |
| **Volume 5.2**  EN-ICT-1022-P3 ITT Vol 5.2 WAN Equipment and Services Contract v1022.docx | Contract for Lot 11: WAN. | To be completed and signed by contracting authority and selected panel member on successful award of Lot 11 further competitions. |
| **Appendix 1.1**  EN-ICT-1022-P3 ITT App 1.1 L10 Telephony Cost Matrix - Final.xlsx | Cost matrix for Lot 10 Telephony. | To be completed by all tenderers responding to Lot 10 and returned. |
| **Appendix 1.2**  EN-ICT-1022-P3 ITT App 1.2 L11 WAN Cost Matrix - Final.xlsx | Cost matrix for Lot 11 WAN. | To be completed by all tenderers responding to Lot 11 and returned. |
| **Appendix 2**  EN-ICT-1022-P3 ITT App 2 MI Report template v0522.xlsx | The template for successful panel members to complete quarterly as per Section 6: Management Reporting in Volume 4: Framework Agreement. | For information. |

**Important**: By submitting a tender response, you are agreeing to sign the Volume 4: Framework Agreement, and the Volume 5.1 and/or Volume 5.2 contracts as they are currently written. Please ensure that you have the correct provisions in place to complete your legal review of these contracts and email any comments to [info@enframe.org.uk](mailto:info@enframe.org.uk) **before** the ITT submission date. Changes to the contracts cannot be considered after the ITT submission deadline, as such changes would constitute a material change. Suppliers wishing to bid on The Diocese of Coventry Multi Academy Trust further competition, must be successfully awarded a place on the framework, lot 11, which will include signing the framework agreement before a contract between the trust and the preferred panel member can be signed.

1. Pricing information
   1. Costs and pricing will be evaluated as part of the quality assessment evaluation criteria as detailed in Volumes 1 & 3 of this ITT and are therefore not being evaluated separately as part of the framework competition at this stage.
   2. This framework submission will require Tenderers to submit pricing information for benchmarking and as part of the assessment for suitability and capability. There will be no separate pricing evaluation for admission onto the framework. Tenderers should answer all relevant questions in the ITT Award Questionnaire (Volume 3) for any lot they wish to bid for, to ensure that they are fully capable of providing the wide range of products and services required, including any benchmark pricing information as requested.
   3. The framework utilises a further competition process to determine price at the most appropriate time for each contract to be awarded through this framework. This process is detailed in **Section 17** and contains a cost evaluation process methodology.
   4. Tenderers will be required to submit further detailed pricing information specific to each customers requirements during the further competition process to offer the best possible pricing at that time, and that pricing will be evaluated as per the further competition process.
2. Clarifications and queries
   1. If you have any enquiries about the ITT award questionnaire or tender documentation which might have any bearing on your tender, you should raise these through the online portal, by the date stated in the [Summary Table](#summary_table) (1.5) or by emailing [info@enframe.org.uk](mailto:info@enframe.org.uk). Where such an enquiry has been made, we will circulate a copy of the clarification and its written reply to all Tenderers but will not publish the Tenderer who has asked the clarification.
   2. Tenderers should notify enFrame CIC of any perceived ambiguity, inconsistency, or omission in the tender documents, any of its associated documents and/or any other information issued to them during this procurement process. All queries/questions/requests for information regarding this tender should be made online using the portal. Any subsequent amendments or clarifications will be made via the portal.
   3. enFrame CIC, AET or TEFAT and their agents may make changes to the ITT documentation. Tenderers will be notified of such changes via the online portal as tender amendments. Where such tender amendments are issued within six working days of the submission date, we will extend the deadline of the tender period where significant changes are made.
3. Tender Submission
   1. Tenders must be based upon the conditions set out in Volumes 2 Selection Questionnaire and 3 Award Questionnaire.
   2. Any information provided that has not been asked for will not be taken into consideration.
   3. The tender documents must not be amended by the Tenderer; any modifications considered to be expedient should form the subject of a separate part of the tender submission and marked ‘Alternative Proposals’.
   4. The submission of a tender by the Tenderer is deemed to mean that they have understood the nature and extent of the service required. No claim founded on a tenderers failure to obtain interpretation of the contract prior to submission of their tender will be considered.
   5. All submissions will be electronic, as detailed below in Section 12.
4. Electronic Submission
   1. All submissions must be completed electronically via <https://cimple.uk> as detailed in the published contract notice.
5. ITT Questionnaire Guidance & Electronic Submission Requirements
   1. The only method of submission for completed ITT submissions is via <https://cimple.uk> as instructed on the portal. Completed ITT submissions (and attached supporting documentation) must be uploaded onto the <https://cimple.uk> portal by no later than **09:00** on **Monday** **21 November 2022**.
   2. Please note that it is the responsibility of the supplier that adequate time is allowed to ensure all documents are uploaded to meet the deadline date and time. The portal automatically closes at the required time and there is a fully auditable time tracking function which ensures that no documents uploaded after the time can be accepted. ITT submissions can be uploaded at any point before the submission deadline.
   3. ITT submissions by hand, post, fax, or other electronic means will not be accepted.
   4. ITT submissions must be completed and returned in accordance with the instructions in this document. These instructions are designed to ensure that all ITT submissions are given equal and fair consideration. It is important therefore that all the information is provided in the format and order specified. We reserve the right to disqualify a supplier if any of these instructions are not followed.
   5. Answer the questions as written in the questionnaire and do not include general marketing, promotional material, or company policies in response to any of the questions unless specifically requested to do so, as we will only consider and evaluate attached documents where the question expressly asks for them.
   6. All requested enclosures and supporting documents should be clearly marked with the sections and questions to which they relate. Where policies are requested and included, please indicate which volume, section, lot or sub-lot, and question (AQ) or reference number they relate to. All supporting documents must be uploaded to <https://cimple.uk>. Failure to upload relevant documents where requested could lead to the submission being rejected as ineligible.
   7. Ensure that all documents requiring signature are signed as requested, this can include an electronic signature.
   8. If it is found that any successful supplier has provided information in support of their ITT submission which is later found to be false and/or misleading, we reserve the right to cancel the supplier’s appointment to the contract and claim reimbursement of any additional costs incurred.
   9. AET and TEFAT reserve the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be circulated to all suppliers and deemed to form part of the ITT documents and shall supplement and/or supersede any part of the ITT to the extent indicated.
   10. These documents shall remain the property of AET and TEFAT and shall be returned with the ITT submission or otherwise on request of the trusts.
   11. Suppliers must obtain for themselves at their own expense all information necessary for the preparation of their bid.
6. Evaluation Process
   1. The Selection Questionnaire (Volume 2) evaluation process incorporates a Pass/Fail assessment of each suppliers’ acceptability to become a framework panel member.
   2. Suppliers must have passed all the ‘Pass/Fail’ sections in Volume 2 to be evaluated for the ITT Award Questionnaire (Volume 3).
   3. The technical capability evaluation of the ITT Award Questionnaire in Volume 3 is evidence based and scored using the evaluation and scoring criteria set out in the **Volume 3 Award Questionnaire** table which can be found in each lot’s **Volume 3 Evaluation Criteria**.
   4. Scores will be assigned using the **Qualitative Assessment** table in **Volume 3 Evaluation Criteria and Process**.
   5. Suppliers are advised that all questions in the ITT Award Questionnaire (Volume 3) for each lot that they wish to tender for must be answered. Failure to respond to all questions, or to provide incomplete or inadequate evidence, supporting documentation or details where requested may result in your submission not being considered. If a question is believed not to be applicable to your organisation, this should be clearly stated, and an explanation provided.
   6. To be appointed as a supplier panel member for each lot tendered for on the framework, suppliers must have:
      1. Completed/passed all sections of the Volume 2: Selection Questionnaire,
      2. achieved a quality score of at least 60% of the available marks for Volume 3: Award Questionnaire for each lot tendered for, and
      3. achieved an initial score of at least a 3 out of 5 for each award question in the Volume 3: Award Questionnaire for each lot tendered for.
   7. Suppliers who self-certify that they meet the requirements outlined in Volume 2: Selection Questionnaire will be required to provide evidence of this if they are successful at contract award stage.
   8. enFrame will inform all potential suppliers via the portal of the intention to award a framework agreement.
   9. Following the standstill period and subject to there being no substantive challenge to that intention, successful panel members will be asked to sign Volume 4: Framework Agreement. By submitting a tender response, you are agreeing to sign Volume 4 as it is currently written. No changes can be made to this document after the ITT submission deadline, as such changes would constitute a material change.
   10. The term “Standstill Period” refers to the period set out in Regulation 87(2) and, in summary, is a period of ten calendar days following the sending by enFrame CIC (in this instance by electronic means) of the trusts’ notice of decision to conclude the framework agreement tendered via the government FTS service, during which the trusts must not conclude the framework agreement with the successful service provider(s). It allows unsuccessful Bidders the opportunity to raise any questions with enFrame CIC that relate to the decision to award before the framework agreement is concluded. We cannot provide advice to unsuccessful potential service providers of the steps they should take and, if they have not already done so, potential service providers should always seek independent legal advice, where appropriate.
   11. The conclusion of the 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 service providers have to this point relied on self-certification. These ‘certificates, statements and other means of proof’ must be provided to enFrame CIC within 5 working days if and as requested post award.
7. Contractual Documentation
   1. The framework agreement to be signed between enFrame and all successful panel members is included in Volume 4 and all Bidders are advised to review the agreement and confirm their acceptance **before** the ITT submission deadline.
   2. The contracts for further competitions are included in Volume 5.1 and 5.2. The basis of these contracts are agreements between the buying organisations (the Authority) and the successful panel member.
   3. The purpose of the framework agreement is to:
      1. provide a mechanism whereby the parties may enter into further competitions,
      2. provide the framework to administer each further competition, and
      3. set out the rights and obligations of the service provider and the trust under a further competition.
8. Freedom of Information Act 2000
   1. AET and TEFAT are subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).
   2. As part of the trusts’ obligations under the Act or EIR, they may be required to disclose information concerning the procurement process or the contract to anyone who makes a reasonable request.
   3. If suppliers consider that any of the information provided in their ITT is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with a valid reason in support of the information being exempt from disclosure under the Act and the EIR.
   4. AET and TEFAT will endeavour to consult with suppliers and have regard to comments and any objections before they release any information to a third party under the Act or the EIR. However, they shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR or is to be disclosed in response to a request of information. AET and TEFAT must make their decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
   5. AET and TEFAT will not be held liable for any loss or prejudice caused by the disclosure of information that:
      1. not been clearly marked as “not for disclosure to third parties” with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
      2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
      3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.
9. Consequences of misrepresentation
   1. A serious misrepresentation which induces a Contracting Authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:
      1. The potential supplier may be excluded from bidding for contracts for three years, under Regulation 57(8)(h)(i) of the PCR 2015.
      2. The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
   2. If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under S.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
   3. If there is a conviction, then the company must be excluded from procurement for five years under Regulation 57(1) of the PCR (subject to self-cleaning).
10. Further Competitions
    1. Following the evaluation of tenders and successful appointment of panel members to the framework agreement for each lot, the sponsors and any other appropriate public sector body as listed here: <https://www.enframe.org.uk/psb> may utilise the agreement to procure the listed services. The procurement will be conducted as a further competition open to any appointed panel member for the selected lot.
    2. enFrame will maintain a list of suppliers awarded a framework agreement, and which lots and sub-lots they have been successfully awarded a place on, to enable a contracting authority to invite all members of each lot to participate in the further competition.
    3. The further competition process will be run and administered by enFrame CIC. All panel members for the relevant lot will be invited to tender in all future further competitions for that lot. The contracting authority will complete an award questionnaire and cost matrix, which will be issued to all panel members for the chosen lot who will be invited to respond in accordance with the award questionnaire guidance provided.
    4. The award questionnaire for each further competition will follow the same structure as set out in the Framework ITT Volume 3 for each lot but may include an additional social value question (AQ) which will provide the opportunity for customers to include their Net Zero and environmental impact requirements and any other social value requirements.
    5. Each further competition will essentially be an output-based set of requirements where the customer identifies the outputs they want, and the Bidders propose technical solutions, costs, and benefits. A typical further competition process will require Bidders to provide a technical solution and appropriate services along with costs.

## **Further Competition process**

* 1. Each further competition follows 6 stages:

**Stage 1: Customer Engagement**

Initial framework discussions between enFrame CIC and the contracting authority.

**Stage 2: Requirements Gathering**

Further competition planning, gathering of requirements and useful documents, drafting and approval of the further competition invitation to tender (ITT) including the award questionnaire with the contracting authority’s specific requirements.

**Stage 3: ITT Stage**

We publish your further competition ITT document pack to the relevant suppliers, suppliers draft their tender responses, enFrame CIC manages all supplier clarifications, and suppliers submit their tender responses by the agreed deadline.

**Stage 4: Evaluation Stage**

The contracting authority evaluates each bid response using the evaluation templates and process, the contracting authority creates a short-list of suppliers, suppliers can attend a face-to-face meeting/presentation (if required), the contracting authority selects the preferred bidder, and sends letters to all bidders.

**Stage 5: Standstill Stage**

There is a 10 calendar-day legal stand-still period.

**Stage 6: Contract Signing & Service Commencement**

The contracting authority and the preferred bidder sign the contract and start planning the commencement of service.

## **Further Competition evaluation**

* 1. The evaluation criteria for the lot 10 and 11 further competitions will include a combined quality score + cost score to determine the most **Economically Advantageous** tender submission, according to the following weighting:

|  |  |
| --- | --- |
| **Evaluation Aspect** | **Weighting** |
| Quality Score | 50% |
| Cost Score | 50% |

The total weighting will always add up to 100%.

* 1. **Quality** **score**

The quality evaluation for further competitions will be marked in accordance with the **Evaluation Criteria** table found in each lot’s award questionnaire. Each individual award question (AQ) will be evaluated on a scale of 0-5 and the table will show the maximum marks available by question as illustrated in the tables below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 10: Telephony** | **Maximum mark available** | **Weighting** | **Maximum score available** |
| AQ1: Telephony Systems | 5 | 25% | 25 |
| AQ2: Cloud Telephony Provision | 5 | 25% | 25 |
| AQ3: Telephony Associated Services | 5 | 20% | 20 |
| AQ4: Support, Warranty and Training | 5 | 20% | 20 |
| AQ5: Social Value/Net Zero | 5 | 10% | 10 |
| **Totals** | **25** | **100%** | **100** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 11: WAN** | **Maximum Mark Available** | **Weighting** | **Maximum Score Available** |
| AQ1: Connectivity | 5 | 24% | 24 |
| AQ2: Hosted Services | 5 | 23% | 23 |
| AQ3: Delivery Services | 5 | 20% | 20 |
| AQ4: Safeguarding and Security | 5 | 23% | 23 |
| AQ4: Social Value/Net Zero | 5 | 10% | 10 |
| **Totals** | **25** | **100%** | **100** |

The response to each AQ will be evaluated utilising the **Qualitative Assessment** table detailed below and for each response, an initial Score between 0 - 5 will be determined and used to award a mark.

* 1. Qualitative Assessment table

|  |  |  |
| --- | --- | --- |
| **Score** | **Description** | **Assessment** |
| 5 | 1. The response completely covers all the competencies, services and deliverables requested in Requirement and Required Response from the Award Questionnaire table below. 2. The response demonstrates a thorough understanding of the requirements and provides a clear, succinct yet detailed explanation of how the requirements will be met. 3. The response provides consistent, significant, relevant added value that is Economically Advantageous. 4. There are no significant and/or relevant risks, assumptions and/or gaps present, thus highly convincing. | Excellent. Highly capable with consistent, significant, relevant added value. No significant risks or gaps. |
| 4 | 1. The response meets the competencies, services and deliverables requested in Requirement and Required Response from the Award Questionnaire table below. 2. The response demonstrates a very good yet not completely thorough understanding of the requirements and provides a broadly clear, succinct yet detailed explanation of how the requirements will be met. 3. The response provides broadly consistent, significant, relevant added value that is Economically Advantageous. 4. There is a very small quantity of significant and/or relevant risks, assumptions and/or gaps present, thus very convincing. | Very good. Variably capable with variably consistent, significant, relevant added value. Very few significant risks or gaps. |
| 3 | 1. The response meets the competencies, services and deliverables requested in Requirement and Required Response from the Award Questionnaire table below. 2. The response demonstrates a compliant yet not completely thorough understanding of the requirements and provides a variably clear, succinct, and compliant explanation of how the requirements will be met. 3. The response provides satisfactory yet variably significant, relevant added value that is Economically Advantageous. 4. There is a small quantity of significant and/or relevant risks, assumptions and/or gaps present, thus broadly convincing. | Good. Meets requirements with satisfactory yet variably significant, relevant added value. Few significant risks or gaps. |
| 2 | 1. The response meets many yet not all the competencies, services and deliverables requested in Requirement and Required Response from the Award Questionnaire table below. 2. The response demonstrates a broadly compliant yet not completely thorough understanding of the requirements and provides a variably clear, succinct, and compliant explanation of how the requirements will be met. 3. The response provides variably significant, relevant added value with minor deficiencies or gaps that. is Economically Advantageous. 4. There are, on balance, too many significant and/or relevant risks, assumptions and/or gaps present, thus broadly unconvincing. | Unsatisfactory in places.  Minor deficiencies or gaps.  On balance, too variable with some significant and/or relevant risks, assumptions and/or gaps. |
| 1 | 1. The Bidder’s response meets some yet not all the competencies, services and deliverables requested in Requirement and Required Response from the Award Questionnaire table below. 2. The Bidder’s response demonstrates a sometimes compliant and sometimes not completely thorough understanding of the requirements and provides a variable and at times uncompliant explanation of how the requirements will be met. 3. The Bidder’s response has major deficiencies or gaps and on balance does not provide significant, relevant added value with that is Economically Advantageous. 4. There are, on balance, too many significant and/or relevant risks, assumptions and/or gaps present, thus very unconvincing. | Sometimes non-compliant. Highly variable.  Major deficiencies or gaps.  On balance, too many significant and/or relevant risks, assumptions and/or gaps. |
| 0 | The Bidder’s response fails to meet any of the criteria either with a response which is not appropriate to the requirements, the omission of an answer, or a blank response. | Not compliant. |

* 1. Each mark will be allocated on a pro-rata basis by using the following formula:

*Initial score x* (*maximum marks available ÷ 5)*

***For example****: If after evaluation an initial score of 3 is determined for AQ1 the following mark is awarded*

*3 x (25 ÷ 5) =* ***15***

* 1. A final **quality score** for each lot is determined by adding up all the marks awarded for each AQ and applying the following formula:

*Total marks awarded x quality score weighting % = quality score*

* 1. Evaluation examples

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot 10: Telephony Further Competition** | | | | | | | |
| **Question** | **Maximum marks Available** | **Bidder A – evaluation (initial) score** | **Bidder A - marks awarded** | **Bidder B – evaluation (initial) score** | **Bidder B - marks awarded** | **Bidder C – evaluation (initial) score** | **Bidder C - marks awarded** |
| AQ1: Telephony Systems | 25 | 4 | 20 | 4 | 20 | 3 | 15 |
| AQ2: Cloud Telephony Provision | 25 | 3 | 15 | 4 | 20 | 3 | 15 |
| AQ3: Telephony Associated Services | 20 | 3 | 12 | 3 | 12 | 3 | 12 |
| AQ4: Support, Warranty and Training | 20 | 3 | 12 | 3 | 12 | 3 | 12 |
| AQ5: Social Value | 10 | 3 | 6 | 4 | 8 | 3 | 6 |
| **Totals** | **100** | **16** | **65** | **18** | **72** | **15** | **60** |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot 11: WAN Further Competition** | | | | | | | |
| **Question** | **Maximum marks Available** | **Bidder A – evaluation (initial) score** | **Bidder A - marks awarded** | **Bidder B – evaluation (initial) score** | **Bidder B - marks awarded** | **Bidder C – evaluation (initial) score** | **Bidder C - marks awarded** |
| AQ1: Connectivity | 24 | 4 | 19.2 | 4 | 19.2 | 3 | 14.4 |
| AQ2: Hosted Services | 23 | 3 | 13.8 | 4 | 18.4 | 3 | 13.8 |
| AQ3: Delivery Services | 20 | 3 | 12 | 3 | 12 | 3 | 12 |
| AQ4: Safeguarding and Security | 23 | 3 | 13.8 | 4 | 18.4 | 5 | 23 |
| AQ5: Social Value | 10 | 3 | 6 | 4 | 8 | 3 | 6 |
| **Totals** | **100** | **16** | **64.8** | **19** | **76** | **17** | **69.2** |

*Total marks awarded x quality score weighting % = quality score*

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 10: Telephony Further Competition** | | | |
|  | **Total marks awarded** | **Quality score weighting** | **Quality score awarded** |
| Bidder A | 65 | 50% | 32.5 |
| Bidder B | 72 | 50% | 36 |
| Bidder C | 60 | 50% | 30 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 11: WAN Further Competition** | | | |
|  | **Total marks awarded** | **Quality score weighting** | **Quality score awarded** |
| Bidder A | 64.8 | 50% | 32.4 |
| Bidder B | 76 | 50% | 38 |
| Bidder C | 69.2 | 50% | 34.6 |

* 1. Cost Score

The evaluation of the submitted costs will be marked in accordance with the **Cost Assessment** tablebelow.

|  |  |  |
| --- | --- | --- |
| **Cost assessment** | **Relative costs** | **Maximum marks available** |
| Submitted Costs | Marks will be awarded for costs submitted on the following basis:  The lowest cost submitted will be awarded the highest mark, and all other Bidders will be awarded pro rata marks on the relative competitiveness of their costs compared to the lowest cost using the following formula:  *Available marks (100) x (lowest submitted cost ÷ bidder submitted cost)* | 100 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 10 or Lot 11 Further competition** | | | |
|  | **Submitted Price £** | **Maximum Available Marks** | **Marks awarded** |
| Bidder A | £50,000 | 100 | 100 |
| Bidder B | £60,000 | 100 | 83.33 |
| Bidder C | £65,000 | 100 | 76.92 |

A final cost score is determined by applying the following formula:

*Marks Awarded x Cost Score Weighting % = Cost Score*

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 10 or Lot 11 Further competition** | | | |
|  | **Marks awarded** | **Cost Score Weighting** | **Cost Score Awarded** |
| Bidder A | 100 | 50% | 50 |
| Bidder B | 83.33 | 50% | 41.66 |
| Bidder C | 76.92 | 50% | 38.46 |

* 1. Further competition award criteria

A **total score** will be calculated for all Bidders after which theContractingAuthority may then choose to invite the three highest scoring Bidders to a clarification discussion before awarding a **final score**.

***Quality Score + Cost Score = Final Score***

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 10: Telephony Further Competition** | | | |
|  | **Quality score awarded** | **Cost score awarded** | **Final score awarded** |
| Bidder A | 32.5 | 50 | 82.5 |
| Bidder B | 36 | 41.66 | 77.66 |
| Bidder C | 30 | 38.46 | 68.46 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 11: WAN Further Competition** | | | |
|  | **Quality score awarded** | **Cost score awarded** | **Final score awarded** |
| Bidder A | 32.4 | 50 | 82.4 |
| Bidder B | 38 | 41.66 | 79.66 |
| Bidder C | 34.6 | 38.46 | 73.06 |

* 1. The panel member (Bidder) with the highest final score will win the further competition.
  2. The response time for submission of further competition bids may vary to meet the circumstances and shall be declared within each further competition. Response times will vary depending on the lot and the complexity of the contracting authority’s requirements.
  3. All further competitions undertaken via this framework will be awarded upon the basis of the call-off contract’s terms and conditions which are included in Volume 5.1 and 5.2.
  4. enFrame CIC, the sponsors, and any other appropriate contracting authority reserves the right to refine the core terms and conditions and include additional conditions for specific contracts, depending on the specific requirements. Where this is the case, details of those further conditions will be included within the further competition and associated documentation.

1. Social Value
   1. All public sector bodies have a legal obligation under the public services (Social Value) Act 2012 to consider the social value that can be achieved from the procurement of services. Not only this, but the ideals of social value align with AET and TEFAT’s own values and constitution, which inform the way we work and develop the services we provide to our own communities.
   2. The Social Value Act requires public sector bodies to consider how the services they commission and procure might improve the economic, social, and environmental well-being of the area. This means AET, TEFAT, and all public sector bodies using the framework considering the benefit to the community from a commissioning/procurement process over and above the direct purchasing of goods, services, and outcomes.
   3. We are looking for suppliers, as the experts in delivering the services required in this framework, to tell us what additional value they can offer through delivery of the service that would benefit the sponsors, and users of this framework. This may be something you already offer in existing contracts or may be an entirely new innovation in relation to this provision.
   4. AET and TEFAT are interested in your approach to low energy technologies, the move to decarbonisation and Net Zero, and how your offering can have a significant impact on the journey to delivering a low energy, zero carbon future.
2. The Framework Management charge (FMC)
   1. The Supplier must pay enFrame CIC the Framework Management Charge for setting up and running this Framework Agreement.
   2. The framework management charge excludes VAT, is set for each further competition, and included in the Summary table in the covering letter of the further competition documentation and will not change for the entire contractual period of that further competition. For lots 10 and 11 the fee is usually 1% of all charges for the products and/or services invoiced to buyers.
   3. More information is available in Volume 4: Framework Agreement, Section 6: Management Information Reporting, Framework Management Charge (5.18 - 6.23).
3. Service Delivery / Monitor Performance
   1. Once installation (where required) is complete and formally signed off by the customer following the User Acceptance Tests (UATs) set out in the contract, the project should move into the Service Delivery phase. The specific nature of service provided will depend on the nature of the project and service as contracted.
   2. enFrame CIC will monitor the service performance of the Panel Member under the contract and will conduct annual service reviews as appropriate.
4. Management Information report
   1. Panel Members must submit a quarterly MI report if they have invoiced a customer that has transacted through the ICT Framework during the payment period or if there are any outstanding Framework Management Charges due or will be due.
   2. Table

      Description automatically generatedThe payment periods are:

* 1. Panel members must submit an MI report by the Report Due Date for the relevant quarterly Payment Period. If you are unable to do so, please notify enFrame CIC by emailing info@enframe.org.uk.
  2. More information is available in Volume 4: Framework Agreement, Section 6: Management Information Reporting and in EN-ICT-1022-P3 App 2 MI report template v0522.xlsx.