



Crown  
Commercial  
Service

# Dynamic Purchasing System (DPS) Needs

RM6094 – Spark: The Technology Innovation  
Marketplace

Dynamic Purchasing System Agreement



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## **Welcome**

We invite you to join a Dynamic Purchasing System (DPS) to provide new products and innovations for the RM6094 Spark: The Technology Innovation Marketplace DPS Agreement.

### **What is a Dynamic Purchasing System (DPS)?**

A DPS is a public sector sourcing tool for common goods and services under regulation 34 (Dynamic Purchasing Systems) of the [PCR 2015](#). You can apply to join at any point and don't require any special IT equipment as a DPS eliminates unnecessary activity for you up front. The DPS has to be run as a completely electronic process.

### **Bid Pack**

The participation bid pack includes the following documents:

- 1) **DPS Needs :**
  - what 'we' and 'you' means
  - who can request to participate
  - how to request to participate
  - economic and financial standing
  - what is a DPS Agreement
  - timelines for the request to participate
  - the rules, obligations and rights between you and us;
  - the DPS Agreement sign-off process;
  - call for competition overview;
- 2) **Customer Needs** – everything you need to know about what the customer needs.
- 3) **DPS Agreement** – This is the contractual agreement between you and us. You will need to agree to electronically sign up to these T&C's which are nonnegotiable.
- 4) **Attachment 1** – Spark Products and Services Matrix
- 5) **Attachment 2** – Management Information (MI) Reporting Template
- 6) **Attachment 3** – Financial Assessment Template
- 7) **Attachment 4** – Additional Sub-Contractors – please complete this if you have more than 35 sub-contractors that you are detailing within the Selection Questionnaire. Detail the first 35 in the SQ and any additional sub-contractors over 35 must be recorded on this Attachment 4.
- 8) **Attachment 5** – Group of Economic Operators

- 9) **Attachment 6** – DPS Schedule 4 – Annexes 1 and 2 - Template Contract Order Form and Template Contract Terms. This is the contractual agreement between the customer and you and should be inserted into your DPS Agreement at Schedule 4 – Annex 1 and 2 - following award of a contract.
- 10) **Attachment 7** – response Guidance for Contract Example
- 11) **Attachment 8** – Letter of Confirmation of Works
- 12) **Attachment 9** – Case Study Template – this is for information only. This template will require completion when a Supplier achieves their First Call Off contract under this DPS Agreement. It is a Key Performance Indicator and more detail can be found in DPS Schedule 2 – Part B – Key Performance Indicators (KPI 2.1).

Make sure you read all the guidance, information and instructions that we provide – they are there to help you to complete your request to participate.

We hope everything is clear – if it is not, we explain in ‘how to request to participate’ when and how you can ask questions.

### **What ‘we’ and ‘you’ means**

When we use “CCS”, “Authority” “we”, “us” or “our” we mean Crown Commercial Service;

When we use “you”, “your” or “bidders” we mean your organisation, or the organisation you represent, in this competition.

We are the central purchasing body that procures common goods and services for customers including central government departments and the wider public sector.

The Public Contracts Regulations 2015 regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

### **Who can request to participate?**

We are running this competition using the ‘restricted procedure’. This means that anyone can submit a request to participate (submit a bid) in response to the published OJEU contract notice.

You can submit a request to participate as a single legal entity. Alternatively, you can work together with other legal entities to form a Group of Economic Operators. If you do, we ask the Group of Economic Operators to choose a lead member who will submit the bid on behalf of the Group of Economic Operators and you will have to identify what each of the parties is contributing to the bid. You can do this in **Your Request to Participate**.

We recognise that arrangements in relation to Sub-Contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the Spark DPS requirements, you must therefore tell us about any changes to the proposed Sub-Contracting or to the Group of Economic Operators. If you do not, you may be excluded from participating in this competition.

We do not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to your ability to meet your obligations under the DPS Agreement (including under any Contract Agreement following a Call for Competition). There is no need to specify Sub-Contractors providing general services to the supplier (such as window cleaners etc.) that indirectly enable the supplier to perform the DPS Agreement. Please read the definition of Sub-Contractor in the DPS Agreement.

If you are successfully appointed to the DPS and are awarded a RM6094 Spark DPS Agreement, any changes to arrangements in relation to Sub-Contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with Clause 25 (Supply Chain Rights and Protection) of the DPS Agreement.

## **Getting started - How to register on the Supplier Registration Service (SRS)?**

All Suppliers are required to register on the SRS system prior to submitting a 'Request to Participate' (in accordance with the section below 'How to Request to Participate'). To register for the SRS system please follow the instructions below:

- 'register for an account' at the following link <https://supplierregistration.cabinetoffice.gov.uk/organisation/register>
- Step 1 - Select 'Supplier'
- Step 2 – **Click on the DUNS number radio button** (this ensures the correct DUNS number is utilised for your organisation) and complete the required information.

If you are already registered to SRS please 'sign in' to your account via the attached link <https://supplierregistration.cabinetoffice.gov.uk/login>. Please ensure the DUNS number associated to your registration details is the DUNS number you will be using in your Selection Questionnaire (SQ) at Question Number 4 of the SQ for RM6094.

In the event that your DUNS number does not reflect the DUNS number you wish to use for your RM6094 submission please contact Dun and Bradstreet (D&B) at the following link <https://www.dnb.co.uk/> to make the necessary amendments to your Dun and Bradstreet registration before proceeding with your SQ submission for RM6094.

**NB – When registering at D&B please ensure you include any Trading Names you wish to use for the DPS Agreement, as the name you input as part of your D&B registration process will be the name generated when registering on the Supplier Registration Service when using your D&B number (as per Step 2 above)**

## **How to Request to Participate?**

1. **Your request to participate must be entered via the Supplier Registration Service (SRS) at: <https://supplierregistration.cabinetoffice.gov.uk/dps>.**  
We can only accept requests to participate through this route.

2. You must submit your response in English and through the SRS platform only, further guidance on how to complete the standard Selection Questionnaire (SQ) can be accessed at the following link:

**DPS Supplier journey** – (Please note the illustration does not specifically reference RM6094 – Spark DPS, however the supplier journey is the same).

- 2a. You must, in addition, register your organisation on the CCS eSourcing tool to ensure that, if your organisation is appointed to the DPS, that you are invited to Calls for Competition. Guidance on how to register on the CCS eSourcing tool and how to respond to Calls for Competition through the tool can be found here:

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

**NB – the eSourcing tool is separate to the SRS platform.**

3. Your request to participate must be completed by the organisation that will be responsible for providing the services, if appointed on to the RM6094 Spark DPS.
4. Any supporting evidence will be requested via the SRS and/or the CCS Mailbox messaging facility.
5. Do not upload any attachments we haven't asked for.
6. Make sure you answer every applicable question within the SQ.
7. Only select the services in the SQ that can be delivered by your organisation.

#### **Selection process:**

8. You must complete and submit your SQ via the Supplier Registration Service.
9. We will begin to complete compliance checks of your SQ to ensure you have provided everything that we have requested as part of the selection criteria.
10. If we are satisfied with the response you have provided, you will be appointed to the DPS. We will amend your DPS status from 'Assessing' to 'Agreeing'. (Once we complete the Assessing process, you will be contacted to say that your submission has entered an 'Agreeing' stage – this means you will need to re-enter the submission on SRS and agree to the Terms and Conditions electronically – once you have completed this your status will show as 'Appointed'.

#### **Agreeing process:**

11. The screenshot below shows an example (from another DPS Agreement) of what your application on the SRS system will look like, you can see that the blue status box is showing the current status of the application as 'Agreeing'. You now need to select the 'Agree' link on the application.

Profiles

Buyers

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Search

Questionnaires

Status

Sort by

Passenger Transport Sc ▾

Any ▾

Name A-Z ▾

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1548684010

AGREEING

Profile

Passenger Transport Solutions DPS

ID	DPS2609
Description	TEST
Score	--
Created	28/01/19 14:00
Last edited	28/01/19 15:23
Assigned user	-

[Agree](#)
[Update DPSQ](#)
[View](#)
[Share](#)

## Electronic Signature Process

- Once you have clicked on the 'Agree' link you will be taken to the page shown below, here you can review the DPS Agreement, the Privacy statement, your Selection Question answers, DPS answers (DPSQ element of the Selection Questionnaire) and the DPS Bid Pack. If you are happy to progress, you then check the 'I agree' box and click on the orange highlighted 'Join DPS' link. This will now change your status to 'Appointed'.



## Confirm DPS Agreement

You have successfully completed the SQ for Passenger Transport Solutions DPS. The DPS agreement will be electronically signed and managed by Crown Commercial Service (CCS) and you.

Final sign off to ensure a legally binding DPS agreement between CCS and you is complete by you ticking your acceptance in the below box.

By ticking, you are confirming that you comply with the following agreements and documentation, which you should download and retain:

- [DPS Agreement](#) (which includes provision of Management Information and Payment of management Levy)
- [Privacy Statement](#)
- [Selection Question Answers](#)
- [DPS Answers](#)
- [DPS Bid Pack](#) (which includes the DPS Needs and Customer Needs documents)

If you are electronically signing the DPS Agreement for the RM6121 Passenger Transport Solutions DPS as the lead contact for a Group of Economic Operators (consortia) your electronic signature will be the signature that represents all members of the consortia as detailed within your submission for this DPS.

Once you have ticked your agreement to the covenants above you will be formally 'Appointed' to the DPS for Passenger Transport Solutions.

Failure to tick your agreement at this stage will prevent you from securing your appointment on to the DPS for Passenger Transport Solutions, as there will be no legally binding DPS agreement between CCS and you.

☐ I Agree

[Join DPS](#)

13. We may seek clarification of any information you provide to validate and verify your responses. Don't forget to check for messages regularly at frequent intervals in the SRS messaging and your internal mailbox system throughout the competition.
14. If you are unsure about how to complete any part of the SQ, you can raise a question via the SRS messaging system or through the CCS Mailbox at [info@crownccommercial.gov.uk](mailto:info@crownccommercial.gov.uk) (ensure you insert RM6094 Spark DPS into the title of the message).



### Selection criteria:

15. We may reject your bid or exclude you from the competition at the selection stage for any of the following reasons:
- i) If you receive a “Fail” for any of the selection questions. We will reject your request to participate if you:
    - (a) Fail to accept the terms and conditions;
    - (b) Confirm that the Modern Slavery Act applies to your organisation and do not provide evidence of your compliance with that act;
    - (c) Select No to Question 1 on the DPSQ self certifying that your organisation has an Equality and Diversity policy that complied with current legislation;
    - (d) Select No to Question 3 on the DPSQ self certifying that your organisation complies with the ‘Supplier Code of Conduct’;
    - (e) Do not confirm that you have Employer’s (Compulsory) Liability Insurance of £5, 000,000.00 minimum;
    - (f) Do not confirm that you have Public Liability Insurance of £1,000,000.00;
    - (g) Do not confirm that you have Professional Indemnity Insurance of £1,000,000.00;
    - (h) Cyber Essentials – you must have Cyber Essentials certification (Question 155 of the Selection Questionnaire) OR you must confirm that you will have Cyber Essentials certification in place by the first contract (Question 5 of the DPSQ);
    - (i) Select ‘Yes’ in response to any of the grounds for mandatory and discretionary exclusion and do not provide sufficient evidence of self-cleaning that remedial action has taken place;
  - ii) Where any of the information you have provided proves to be false or misleading.
  - iii) Where you have broken any of the competition rules (as detailed in this DPS Needs document), or not followed the instructions given.
  - iv) If you have not provided one contract example (Question 48, 49 and 50 of the DPSQ) and a signed (wet signature) Attachment 8 – Letter of Confirmation of Works which is signed by the Customer named at Question 49 of the DPSQ.
16. We will tell you if your bid has been rejected or if your organisation has been excluded at the Selection Stage via the SRS messaging system and/or the

### Grounds for Exclusion

17. In certain circumstances the Authority is required by law to exclude bidders from participating if you cannot answer 'No' to every statement in Part 2 (Mandatory grounds for Exclusion) of the Selection Questionnaire. Your request to participate shall then be excluded from further participation in the SQ (except where disproportionately small amounts of tax or social security obligations are involved).
18. The Authority is entitled (in its sole discretion) to exclude a bidder from further participation if any of the statements in response to Part 2 (Discretionary grounds for exclusion) of the Selection Questionnaire apply. If you cannot answer 'No' to every statement it is possible, that you will be excluded from this request to participate.

### 'Self Cleaning' (Covering both mandatory and discretionary exclusion):

19. If you provide sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, we may decide that you shall not be excluded from this request to participate. 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.
20. The measures you have taken will be considered taking into account the gravity and particular circumstances of the criminal offence or misconduct.
21. The detailed grounds for mandatory and discretionary exclusion of an organisation are set out on this [webpage](#), **which should be referred to before** completing these questions in the SQ.

### Economic and Financial Standing

22. We will undertake an assessment of your economic and financial standing using the DUNS number (as provided by Dun and Bradstreet) for your organisation which you input when registering on the SRS registration system at the following link:  
<https://supplierregistration.cabinetoffice.gov.uk/organisation/register>
23. If you indicate as part of the standard SQ that a financial guarantor will be provided, as you do not initially meet the required credit reference agency score as described in point 24 below, we will perform an assessment of the proposed financial guarantor's economic and financial standing.

24. The report provided by the credit reference agency (Dun and Bradstreet) will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency is 60 or more, then your Request to participate will continue to proceed in the DPS Selection process.
25. If any of the following circumstances arise:
- a. the score provided by the credit reference agency is less than 60 and/or;
  - b. no standard credit reference agency score is available for your organisation,
  - c. then we 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 financial guarantor (as the case may be):
    - 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;
    - a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
    - an alternative means of demonstrating financial status.
26. We will use this information as detailed in point 25(c) above, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed financial guarantor's financial risk is acceptable. This will be performed using our financial assessment template that can be viewed at Attachment 3 of the RM6094 Spark participation bid pack, which covers a range of financial risk indicators.
27. If we then determine that the financial risk is acceptable, then your request to participate will continue to proceed through the DPS Selection Stage process.
28. If we determine that your financial risk is determined as being unacceptable, then we may (in our sole discretion) request that you nominate a financial guarantor. If you nominate a financial guarantor, a financial assessment will be undertaken of your nominated guarantor. In the event that your nominated guarantor fails to meet the required financial threshold score of 60, we will undertake the steps as detailed at point 25(c) above in respect of the proposed financial guarantor.
29. If, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information has not been provided, **then you will be rejected as an interim measure from further involvement in the RM6094 Spark procurement, until you are able to provide the required financial information.**

30. 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 financial guarantee. We will undertake the steps as detailed above in respect of the proposed financial guarantor. If a financial guarantor cannot be provided and the level of financial risk remains unacceptable, then the Group of Economic Operators will be excluded from further involvement in this Procurement.

**Quality Assessment – Technical & Professional capability (Q133) of the Standard Selection Questionnaire and Question 48 to 50 of the Dynamic Purchasing Questionnaire (DPSQ):**

31. You are required to provide one (1) contract example in accordance with the response guidance provided in Attachment 7 – Response Guidance for Contract Example which form part of RM6094 Spark DPS bid pack.
32. You must confirm at Question 48 of the DPSQ that you can provide a contract example. You must then complete Question 49 with the contact details and contract details for your example.
33. You must then describe the contract example at question number 133 of the Standard Selection Questionnaire OR at question 50 of the Dynamic Purchasing System section of the Selection Questionnaire. If you choose to complete question number 133, your response will automatically transpose to question 50.
34. Failure to provide one (1) contract example that meet the requirements as detailed in Attachment 7 – Response Guidance for Contract Example, may result in your request to participate being rejected until you are able to meet this requirement.
35. To certify the one (1) contract example provided as detailed in point 31 above, you are required to provide a ‘Letter of Confirmation of Works’ for the contract example, which shall be complete and duly signed by both your organisation and the customer who received the Services and are detailed in question 49 of the DPSQ.
36. The ‘Letter of Confirmation of Works’ can be found at Attachment 8 of this RM6094 participation bid pack, and should be downloaded and completed as detailed in point 34 above and in accordance with the guidance in the Selection Questionnaire.
37. You must upload Attachment 8 (Letter of Confirmation of Works – Contract Example) to the SRS platform in response to question 52 of the DPSQ. Failure to submit the relevant Attachment 8 (Letter of Confirmation of Works – Contract Example), will result in your request to participate being rejected until you are able to provide the required information.

## **Selection Questionnaire – Not Applicable questions:**

38. There are questions in the Selection Questionnaire that are not applicable for this RM6094 – Spark DPS procurement, therefore please note, a response is **NOT** required to the questions as detailed below:

- Part 1: (CPV Codes) – Q3
- Part 2: (Contract Example 2) – Q134
- Part 2: (Contract Example 3) – Q135
- Part 2: (Contract Example) – Q137 (as a contract example must be provided)
- Part 2: Product Liability Insurance – Q143
- Part 3: (Supply Chain Management) - Q147 - Q149
- Part 3: (Past performance) - Q150 – Q154
- Part 3: (Dept of Health Questions) – Q157 – Q161

## **What is a Dynamic Purchasing System (DPS) Agreement?**

A DPS Agreement sets out terms and conditions for you satisfying the selection criteria and therefore accepted onto the DPS Agreement and for customers when awarding contracts (competition) throughout the entire duration of the DPS Agreement.

If you are a successful bidder, the DPS Agreement will be signed up to electronically and managed by you and us. Customers can then use the DPS Agreement to publish calls for competition to meet their individual service requirements. Each call for competition agreement will be signed and managed by the customer and you. There may be multiple contract agreements under one DPS Agreement.

There are general terms and conditions for the DPS Agreement. One of the schedules of the DPS Agreement Schedule 5 (Call for Competition Procedure) sets out the general terms and conditions for the call for competition procedure. You can see the terms and conditions as part of the bid pack for this procurement.

## **Timelines for the request to participate**

These are our intended timelines. We will try to achieve these but, for a range of reasons, dates can change as the competition progresses. We will tell you if and when timelines change:

Submission of the OJEU Contract Notice	12/03/2019
Start Date - Open DPS to bidders to request to participate	15/03/2019

## When and how to ask questions?

If you have any questions you need to ask them as soon as possible after the publication of the OJEU Contract Notice. This will give you the chance to check that you understand everything before you submit your request to participate via the link detailed above.

You need to send your questions through the SRS supplier messaging system or the CCS Mailbox address [info@crownccommercial.gov.uk](mailto:info@crownccommercial.gov.uk) and as detailed in the OJEU Contract Notice, both options can be used to communicate with bidders. Try to ensure your question(s) is specific and clear.

The SRS messaging service and the CCS Mailbox facilitates all messages sent between you and us in relation to this DPS. Please note it is your responsibility to ensure that you access these messages during this procurement process therefore please ensure that you access and review messages through the SRS system and your internal designated mailbox address on a regular basis. This will ensure you have sight of all relevant information and have access to all messages that we have sent to you.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response or return a response to you confidently via the DPS Marketplace for clarification questions.

Remember that you can ask us questions about the DPS Agreement and contract terms but please do not try to 'negotiate' the terms as this is not permitted within the Public Contract Regulations (PCR). All DPS appointments will be made under identical terms.

## **Making the competition work**

1. We run our competitions so that they are fair and transparent for all bidders. This section (Making the competition work) sets out the conditions of participation for this competition. It needs to be read together with the DPS Agreement and with the Customer Needs.

### **What you can expect from us:**

2. We will not share any information from your request to participate bid with third parties, apart from other central government bodies (and their related bodies), which you have identified as being confidential or commercially sensitive. However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

### **What we expect from you:**

3. Make sure you have read and understood the request to participate and corresponding bid pack before you complete the Selection Questionnaire.
4. Please make sure you have read through all the information available to you. This includes any of the responses provided by us to any of your questions raised.
5. You must comply with the rules in this bid pack and any other instructions given by us. You must also ensure (where applicable) members of your Group of Economic Operators or sub-contractors comply also.
6. You have not fixed or adjusted any element of the response by agreement or arrangement with any other person.
7. You have only selected the filters for the services that your organisation can deliver.

### **Involvement in multiple bids**

8. If you are connected with another bid for this procurement, we may make further enquiries. For example, where:
  - you submit a bid in your own name or as member of a Group of Economic Operators connected with a separate bid; or
  - you submit a bid in your own name which is similar to a separate bid from another bidder within your group of companies.
9. This is so we can be sure that your involvement does not cause:
  - potential or actual conflicts of interest;
  - supplier capacity problems; or
  - restrictions or distortions in competition.

We may require you to amend or withdraw all or part of your request to participate if, in our reasonable opinion, any of the above issues have arisen or may arise.

### **Contracting Arrangements**



10. Only you, your nominated sub-contractors or Group of Economic Operators (as set out in your SQ) can provide services through the DPS Agreement.

### **Contracting Arrangements for Group of Economic Operators**

11. We may require a Group of Economic Operators to form a specific legal entity when signing a DPS Agreement as per the PCR. In this instance a member of the Group of Economic Operators will electronically sign the DPS Agreement on behalf of the legal entity.
12. If you are the lead member of a group of economic operators and have therefore selected 'Yes' to question 19 in the Selection Questionnaire (Are you bidding as the lead contact for a group of economic operators)? You are required to complete 'Attachment 5 – Group of Economic Operators' in the bid pack providing the required information for each member of your group of economic operators and sending your Attachment 5 – Group of Economic Operators to [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk).
13. We will undertake a financial risk assessment of each of the group of economic operators detailed in Attachment 5 - (Group of Economic Operators). If any member of a group has a level of financial risk which does not meet the financial threshold score of 60, and you cannot provide a guarantor whose level of financial risk is acceptable, your consortium bid may be excluded as an interim measure until your consortium group is able to meet the financial threshold for this DPS.

### **Bidder conduct and conflicts of interest**

14. You must not attempt to influence the Request to Participate process. For example, you must not directly or indirectly at any time:
- Collude with others over the content and submission of bids. However, you may work in good faith with a proposed supplier, Group of Economic Operators member or provider of finance in the event that a guarantor is required.
  - Canvass our staff or advisors in relation to this competition.
  - Attempt to obtain information from any of our staff or advisors about another bidder or bid.
15. You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

### **Confidentiality and Freedom of Information**

16. You must keep the contents of this bid pack confidential (including the fact that you have received it). This obligation shall not apply insofar as:
- enabling you to submit a bid; or

- compliance with a legal obligation.

## **Publicity**

17. You must not publicise the services or the award of any individual contract unless we have given express written consent. For example, you are not allowed to make statements to the media regarding any bid or its contents.

## **Our rights:**

18. We reserve the right to:
  - Waive or change the requirements of this bid pack from time to time without notice.
  - Verify information, seek clarification or require evidence or further information in respect of your bid.
  - Exclude you if:
    - you submit a non-compliant bid;
    - your bid contains false or misleading information;
    - you fail to tell us of any change in the contracting arrangements between your request to participate and appointment onto the DPS. Or, if you do tell us, allowing the change in the contracting arrangements would result in a breach of law;
    - for any other reason set out elsewhere in this bid pack;
    - for any reason set out in the Public Contract Regulations 2015.
  - Terminate the DPS Agreement at any time.
  - Make any changes to the timetable, structure or content of the competition.

## **General:**

### **Request to participate costs**

19. We will not pay your request to participate costs for any reason e.g. if we terminate or amend the competition.

### **Warnings and disclaimers**

20. We will not be liable:
  - where parts of the bid pack are not accurate, adequate or complete; or
  - for any written or verbal communications.
21. You must carry out your own due diligence and rely on your own enquiries.
22. This bid pack is not a commitment by us to enter into a contract.

### **Intellectual Property Rights**

23. The bid pack remains our property. You must use the bid pack only for this competition.
24. You allow us to copy, amend and reproduce your request to participate so we can:
  - run the competition; ☐ comply with law and guidance; ☐ carry out our business.
25. Our advisors, sub-contractors and other government bodies can use your request to participate for the same purposes.

### **Supplier Notifications to CCS**

26. In the event your organisation would like to be removed from the RM6094 DPS please contact CCS via [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk) to confirm.

NB – Suppliers should note that if you have been awarded a contract derived from RM6094 DPS Agreement your contractual obligations in accordance with the DPS Agreement and Contract Terms, which form part of the Bid Pack, will remain in place as applicable.

## Updating Answers in the Selection Questionnaire, Dynamic Purchasing System Questionnaire (DPSQ) section:

You are able to update your responses as described in the sections below, however please be aware that all bidders who update their service requirements will re-enter into the 'assessing' stage, to enable us to monitor changes to submissions to ensure an effective audit trail.

Once you have completed the update answers process, we will contact you by email from [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk) to confirm approval of the requested change and to advise that your status is in 'agreeing' stage. You are then required to complete an electronic sign off within the supplier registration service portal as directed.

Following completion of above, your status will revert to 'appointed'. **Assessing**

If your organisation enters in to the assessing stage as detailed at '*If Bidders enter into an 'assessing' stage*' as below, and following our assessment of your Selection Questionnaire, if we are not satisfied with the response(s) you have provided, we will transfer your organisation from the 'Assessing' stage to 'registered 1' stage.

Once your submission has been returned to 'registered 1' stage, you will be able to update your answers to 'quality Assessment – Section 1' and 'Quality Assessment – Section 2' of the DPSQ section of the Selection Questionnaire.

To update these answers select the 'Respond' option which can be located on 'Your Dashboard' by setting your 'Questionnaires' filter to 'Spark DPS', and your 'Status' filter to 'Assessing'.

All your previous answers will be pre-populated and you can navigate through the DPSQ, where you can amend your response(s) as appropriate and re-submit your submission to us for further assessment.

### **Agreeing**

If your organisation successfully meets all of the selection criteria for RM6094 Spark DPS, we will advance your DPS submission from the 'Assessing' stage to the 'Agreeing' stage, which will require your sign off to enable 'appointment' to the DPS. Once your submission has been assessed and is in the 'agreeing' stage, you will be able to update your answers to 'quality Assessment – Section 2' questions only within the DPSQ section of the Selection Questionnaire.

To update your answers in the above section, select the 'View' option on your DPS submission, which can be located on 'Your Dashboard' by setting your 'Questionnaires' filter to 'Spark DPS', and your 'Status' filter to 'Agreeing'.

By completing the above process, you will be navigated to an overview of your answer sheet, where you are required to select 'Update Spark DPSQ' from the 'Options' section on the right hand side of the screen.

All your previous answers will be pre-populated and you can navigate through the DPSQ, where you can amend your response(s) as appropriate and re-submit your submission to us.

## **Appointed**

If your organisation is successfully appointed to the DPS, you can update your answers and/or contact details provided in the 'Quality Assessment – Section 2' only of the DPSQ section of the Selection Questionnaire.

To update your answers in the above section, select the 'View' option on your DPS submission, which can be located on 'Your Dashboard' by setting your 'Questionnaires' filter to 'Spark DPS', and your 'Status' filter to 'Appointed'.

By completing the above process, you will be navigated to an overview of your answer sheet, where you are required to select 'Update Spark DPSQ' from the 'Options' section on the right hand side of the screen.

All your previous answers will be pre-populated and you can navigate through the DPSQ, where you can amend your response(s) as appropriate and re-submit your submission to us.

### **All bidders will enter into an 'assessing' status:**

You will enter into the 'assessing' status, so that we can undertake the necessary review of your responses to the SQ.

Please refer to point 11 of the Request to Participate section to see the actions you will need to take (you will need to agree to the Terms and Conditions again).

We and you have a maximum of fifteen (15) working days to work jointly to rectify any issues where possible in accordance with Regulation 34 (Dynamic Purchasing Systems) of PCR 2015.

In the event that the issue cannot be rectified within the 15 working days, we will 'reject' your DPS submission as an interim measure whilst the necessary further actions are undertaken. You can then reapply to join the DPS within a timescale specified by us via the SRS platform.

### **If we accept your Request to Participate:**

Once your response has been fully electronically assessed and is considered as having met the published selection criteria, you will be appointed to the DPS.

### **The DPS Agreement sign-off:**

If you are successful and therefore 'appointed' on to the DPS, the DPS Agreement will be electronically signed and managed by you and us.

The DPS Agreement Terms and Conditions that you agreed to comply with at the beginning of the SQ, will require your final sign off.

To ensure a legally binding DPS Agreement between you and us is complete, you must select 'Yes' in the required box on the summary page that you are presented with at the end of the SQ and prior to appointment.

Failure to select 'Yes' at this stage will prevent you from securing your appointment on to the DPS for RM6094 as there will be no legally binding DPS Agreement between you and us.

If you are submitting a tender as part of a consortium bid, and you are acting as the lead bidder, please note that in selecting 'Yes' you are signing the DPS Agreement electronically on behalf of all the consortium members.

### **Call for Competition:**

Customers may award contracts by inviting all suppliers on the relevant category to bid in accordance with regulation 54, with the minimum timescale for return of tenders being ten (10) days. They will do this in line with RM6094 Spark DPS Agreement Schedule 5 (Call for Competition Process).

### **TUPE Transfer of undertakings (Protection of Employment):**

We consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply at the Call for Competition.

It is your responsibility to take your own advice and consider whether TUPE is likely to apply in the particular circumstances of the contract and to act accordingly, you are therefore encouraged to carry out your own due diligence exercise.

### **Case Study Information**

If a Supplier is successfully appointed to this DPS Agreement, there is a requirement that Attachment 9 – Case Study Template must be completed to provide CCS with a Case Study, to be publically available, relating to the Suppliers first Call-Off under the DPS and at least one further Case Study annually, where at least one further Call-Off is entered into and the contract is not subject to any restrictions regarding publicity.