



Crown  
Commercial  
Service

**FURTHER COMPETITION**

**FOR**

**[INSERT CONTRACT TITLE]**

**CONTRACT**

**UNDER FRAMEWORK RM3804 TECHNOLOGY SERVICES 2**

Key to highlighted areas:

1. All text highlighted in **yellow** and included within square brackets [ ] is to be completed by the customer
2. All text highlighted in **green** provides guidance.

**Notes :**

1. *This document is for guidance purposes only and should be tailored to suit your specific requirements. Use of this template is not mandatory however for consistent approach to market it is recommended*
2. *Please ensure when you issue the document to suppliers, all highlighting and square brackets are removed along with any guidance notes.*

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## 1. GLOSSARY

- 1.1 In this Further Competition Invitation the following words and phrases have the following meanings:

“**Authority**” means [Insert Customer Name and Address];

“**CCS**” means Crown Commercial Service;

“**Contract**” has the meaning set out in Framework Agreement Schedule 4;

“**Further Competition**” means the process used to establish a Contract that facilitates the provision of [Insert Contract Title];

“**Further Competition Template and Invitation to Tender**” means this document and all related documents published by the Authority in relation to this Further Competition;

“**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 which is located in the boxes below the applicable question;

“**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

“**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

“**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

“**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

“**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

“**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

“**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

## 2. INTRODUCTION

- 2.1 This Further Competition Invitation relates to the Further Competition to award a [Insert Contract Title] Contract to a sole Supplier.
- 2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.
- 2.3 This Further Competition is being conducted under the CCS Technology Services 2 Framework Agreement (reference RM3804).

## 3. OVERVIEW OF INVITATION TO TENDER

- 3.1 The following appendices accompany this ITT:

### 3.1.1 Appendix A – Order Form

Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition as per the core clauses of the contract, alternative and additional provisions and specific standards.

### 3.1.2 Appendix B – Specification services under the relevant Lot

A detailed description of the Services that the Supplier will be required to supply to the Authority.

### 3.1.3 Appendix C – Further Competition Questionnaire

The questionnaire created by the Authority, is used to test the suitability of the Suppliers to meet necessary criteria in order to provide the required services. This is used to provide final scoring and decide the successful supplier.

## 4. FURTHER COMPETITION TIMETABLE

4.1 The timetable for this Further Competition is set out in the table below.

[The timetable below is an example]

4.2 The Authority may change this timetable at any time. Potential Providers will be informed if changes to this timetable are necessary.

4.3 The Authority must receive all Tenders before the Tender Submission Deadline.

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

DATE	ACTIVITY
[Day/Date/Month/Year]	Publication of the Further Competition Invitation
[Day/Date/Month/Year]	Clarification period starts
[Day/Date/Month/Year]	Clarification period closes (" <b>Tender Clarification Deadline</b> ")
[Day/Date/Month/Year]	Deadline for the publication of responses to Tender Clarification questions
[Day/Date/Month/Year]	Deadline for submission of a Tender to the Authority Contract (" <b>Tender Submission Deadline</b> ") <i>[Please allow time for Potential Providers to consider your response. We recommend a minimum period of 10 days between the Tender Clarifications Deadline and the Tender Submission Deadline.]</i>
[Day/Date/Month/Year]	Start date of 10-day Standstill period <i>[if required - not mandatory but recommended]</i>
[Day/Date/Month/Year]	Expected commencement date for the Contract

## 5. QUESTIONS AND CLARIFICATIONS

5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.

5.2 [Insert information on the process for raising clarification questions.]

5.3 The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

- 5.4 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.
- 5.5 Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.
- 5.6 At times the Authority may issue communications to the email address for the Potential Provider contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

## 6. PRICE

- 6.1 [Insert information on how pricing will be determined, i.e. what Potential Providers are pricing for, the format the pricing should take etc.]

## 7. SUBMITTING A TENDER

- 7.1 [Insert information on how Potential Providers should submit a Tender.]

- 7.2 A Tender must remain valid and capable of acceptance by the Authority for a period of [enter the number days] following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

[Contractual quote validity under TS2 is 30 working days, unless a period stated above]

## 8. TENDER EVALUATION

- 8.1 Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).
- 8.2 [Please insert an overview of how the overall Tender Score will be evaluated].
- 8.3 The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

QUESTION NUMBER	QUESTION	TOTAL SCORE AVAILABLE
[1]	Company Information	Information Only
[2]	Potential Provider Contact	Information Only
[3]	Mandatory Questions [Please delete if not used and amend numbering in this table.]	Pass / Fail
[4]	[Insert Question Title – this can be copied for each quality question that has been included]	[Insert Score]
[5]	[Insert Question Title, e.g. 'Price']	[Insert Score]
Total		100

## 9. CONTRACT AWARD

- 9.1 The Potential Provider that achieves the highest total score will be awarded the Contract.
- 9.2 If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the '[Insert the Qualifying Question(s) Title]' element of the tender evaluation will be deemed the winner and awarded the Contract.

*[The Authority must SELECT a question or questions to identify which supplier has reached the highest score for the qualifying elements to determine the overall winner.]*

- 9.3 If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that they meet the Minimum Total Score of **[Insert Minimum Pass Mark or Quality Threshold, e.g. 70]**.

## **APPENDIX A – ORDER FORM - TERMS OF THE FURTHER COMEPTITION**

### **1. INTRODUCTION**

- 1.1 The Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.
- 1.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

### **2. CONDUCT**

The Potential Provider agrees to abide by these Further Competition Terms and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

#### **2.1 Contact and Canvassing During the Further Competition**

The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.

#### **2.2 Collusive Behaviour**

- 2.2.1 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
- 2.2.1.1 fix or adjust any element of the Tender by agreement or arrangement with any other person;
  - 2.2.1.2 communicate with any person other than the **[insert Customer name]** about the value, price or rates set out in the Tender; or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
  - 2.2.1.3 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
  - 2.2.1.4 share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;
  - 2.2.1.5 offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in

relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

2.2.2 If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

2.2.3 The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

### **3. COMPLIANCE**

The Potential Provider agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

### **4. RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION**

4.1 The Authority reserves the right:

4.1.1 to amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

4.1.2 to vary any timetable or deadlines set out in the Further Competition Invitation;

4.1.3 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;

4.1.4 to cancel all or part of the Further Competition at any stage at any time.

4.2 The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

## **APPENDIX B – SPECIFICATION**

*[Below are some headings that you may wish to consider for inclusion. Please remember to tailor the specification to your procurement requirements. Please delete any sections that are not relevant to you.]*

### **1. INTRODUCTION AND BACKGROUND TO THE AUTHORITY**

1.1 [Customers may wish to provide background information regarding your organisation/department]

## 2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 [Customers may wish to provide a brief overview of any key information a Potential Provider will need to respond to the Further Competition. This can include relevant information on why the requirement is needed, and other high level information regarding the requirement]

## 3. SPECIFICATION

- 3.1 The Authority is seeking the provision of an [enter details of requirement] [please amend to suit your requirements] for a period of [enter the number of years] years from [enter start date] to [enter end date] with an option to extend for a further [please enter in years any extension period years]
- 3.2 [Please note that if you do not include the option to extend in your ITT this cannot be added on at a later date if required.]
- 3.3 All quotations are to be sourced from [Lot X] [please amend to suit your requirements] under the CCS Technology Services 2 framework agreement (RM3804).[Please indicate the services you wish the supplier to provide.]

## 4. SUPPLIER OUTCOME LETTERS AND CALL OFF CONTRACTS

- 4.1 Upon Contract Award Suppliers will be notified of the tender outcome by Letter or other formal means. [Please amend to suit your requirements.]

[Copies of the Supplier Outcome Letter Templates can be found under the documents tab on the framework webpage. Along with the Call Off Contract (T&C's) and Buyers Guide document.]

## APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

### 1. INTRODUCTION

- 1.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.
- 1.2 The following information has been provided in relation to each question (where applicable):
- 1.2.1 Weighting – highlights the relative importance of the question;
  - 1.2.2 Guidance – sets out information for the Potential Provider to consider when preparing a response; and
  - 1.2.3 Marking Scheme – details the marks available to evaluators during evaluation.

### 2. DOCUMENT COMPLETION

- 2.1 Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.
- 2.2 Potential Providers **must not** alter / amend the document in any way.
- 2.3 Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or [Appendix B –



Specification.] *[Please include any other relevant documents that you wish the Potential Provider to attach to there response.]*

### 3. RESPONSE TEMPLATE

[1] COMPANY INFORMATION	
[1.1]	Please state your full company name

[2] POTENTIAL PROVIDER CONTACT	
[2.1]	Please state the contact's name
[2.2]	Please state the contact's telephone number
[2.3]	Please state the contact's e-mail address

[3] PASS/FAIL QUESTIONS		Pass/Fail	
<p><b>Please Note:</b> The following question[s] is a <i>[Pass / Fail]</i> question, therefore if a Potential Provider cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer.</p> <p><i>[Please delete this section if you do not wish to include any pass/fail questions. If this section is deleted you will need to amend the numbering in the subsequent questions below.]</i></p>			
[3.1]	<i>[Insert any pass/fail questions relevant to your requirement].</i>	Yes	No

[4] Quality Question – this template can be used for as many quality questions you require		Weighting <i>[insert weighting]</i> %
<b>Guidance:</b>		
<i>[Please insert guidance to the question that will help Potential Providers understand exactly what is being requested.]</i>		
<b>Question:</b>		
<i>[Please insert your question]</i>		
Maximum <i>[xx]</i> words		

Marking Scheme:	
The following marking scheme will be used to assess the response provided to this question:	
	[Insert marking criteria]
	[Insert marking criteria]
	[Insert marking criteria]
	[Insert marking criteria]

[5] PRICE		Weighting [insert weighting]%
Guidance:		
[Please insert guidance to the question that will help Potential Providers understand exactly what they are pricing for, (i.e. is it a fixed price for a set piece of work, an hourly rate, a day rate, etc)]		
All prices shall be in GBP and exclusive of VAT.		
Question:		
[Please insert your question]		£
Marking Scheme:		
<p>The maximum mark available for Price will be [insert weighting]. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.</p> <p>The calculation that will be used to determine marks is as follows:</p> $\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times [X] \text{ (maximum mark available)}$ <p>[Customers should note that this is only one example of how price can be marked. Customers should determine the most appropriate pricing marking scheme based on their specific requirement. If using this pricing mechanism.]</p>		