



Crown
Commercial
Service

Dynamic Purchasing System (DPS) Needs

RM6018 - Research Marketplace Dynamic
Purchasing System Agreement



Contents

| | |
|--|-----------|
| Welcome..... | 3 |
| What 'we' and 'you' means..... | 4 |
| Who can request to participate?..... | 4 |
| What is a Dynamic Purchasing System (DPS) Agreement?..... | 10 |
| Timelines for the request to participate..... | 10 |
| When and how to ask questions? | 11 |
| Making the competition work..... | 12 |
| What you can expect from us:..... | 12 |
| What we expect from you: | 12 |
| General: | 14 |
| All Suppliers 'Request to Participate' will enter into an 'assessing' status: | 15 |
| If we accept your Request to Participate:..... | 15 |
| Call for Competition: | 16 |
| TUPE Transfer of undertakings (Protection of Employment): | 16 |

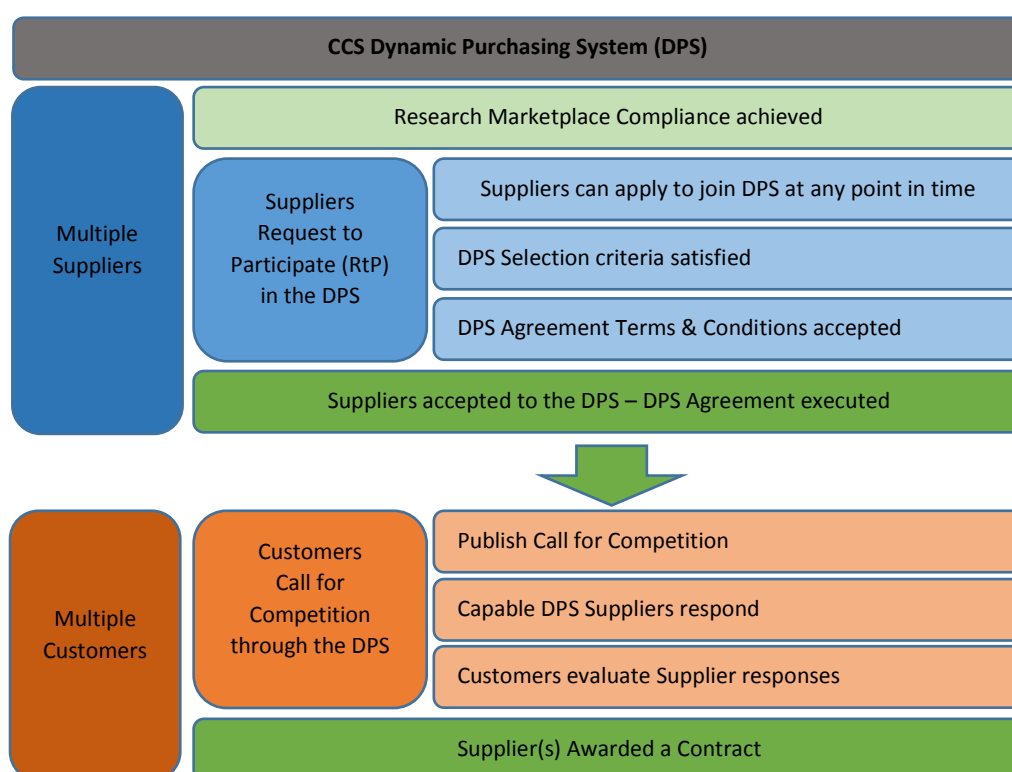
Welcome

We invite you to join a Dynamic Purchasing System (DPS) to provide Research Services for the RM6018 - Research 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](#). Bidders can apply to join at any point and don't require any special IT equipment as a DPS eliminates unnecessary activity for the bidder, up front. The DPS has to be run as a completely electronic process.

See illustrated example of a DPS system process below:



Bid Pack

The CCS participation bid pack includes the following documents:

1) DPS Needs :

- what 'we' and 'you' means;
- who can submit a request to participate
- how to request to participate;
- economic and financial standing
- what is a DPS Agreement
- the timelines for participating
- 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) **The Terms & Conditions (T's&C's)** – DPS Agreement and Contract Order Form and Contract Terms – You will need to agree to electronically sign up to the T's&C's which are non-negotiable.
- 4) **Attachment 1a** – Letter of Confirmation (Contract Example 1)
- 5) **Attachment 1b** – Letter of Confirmation (Contract Example 2)
- 6) **Attachment 2** – Research Services Matrix
- 7) **Attachment 3** – Management Information (MI) Reporting Template
- 8) **Attachment 4** – Financial Assessment Template
- 9) **Attachment 5** – Response Guidance for Contract Examples
- 10) **Attachment 6** – Additional Sub-contractor(s)

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 Research Marketplace 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 RM6018 Research Marketplace DPS Agreement, any changes to arrangements in relation to Sub-Contracting and Group of Economic Operators which are made following the award will be dealt with in accordance with clause 12 (Transfer and Sub-contracting) of the DPS Agreement.

How to request to participate?

1. Your bid **must** be entered via **SID4GOV Supplier Registration/ Selection route at: <https://sid4gov.cabinetoffice.gov.uk/organisation/register>**. We can only accept bids that we receive through this route.
2. You must submit your response in English and through the Sid4gov platform only, further guidance on how to complete the standard Selection Questionnaire (SQ) can be accessed at: <https://sid4gov.cabinetoffice.gov.uk/help/sid4gov/completesq>
3. Your bid must be completed by the organisation that will be responsible for providing the services, if appointed on to the RM6018 DPS.
4. Any supporting evidence will be requested via the Sid4gov and/ or DPS 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. After you have completed your SQ, your DPS status will automatically enter into 'assessing' stage status.
9. CCS will complete compliance checks of your SQ to ensure you have provided

everything that CCS have requested as part of the selection criteria.

10. If CCS are satisfied with the responses provide, we will remove your DPS status from 'assessing' to 'appointed'.
11. CCS will undertake checks where applicable to validate and verify your responses.
12. CCS may seek clarification of any information you provide. Don't forget to check for messages regularly at frequent intervals in the Sid4gov messaging and your internal mailbox system throughout the competition.
13. If you are unsure about how to complete any part of the SQ, you can raise a question via the Sid4gov messaging system or the DPS Mailbox (researchmarketplace@crownccommercial.gov.uk).

Selection criteria:

14. 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.
 - 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.
15. We will tell you if your bid has been rejected or if your organisation has been excluded at the Selection Stage via the Sid4gov messaging system and/ or the DPS Mailbox.

Part 2 - Grounds for Exclusion

16. 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 then your request to participate shall be excluded from further participation in the SQ (except where disproportionately small amounts of tax or social security obligations are involved).
17. 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):

18. If you provide sufficient evidence that remedial action has taken place subsequently that effectively “self cleans” the situation, the Authority may decide the bidder 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.
19. The measures you have taken will be considered taking into account the gravity and particular circumstances of the criminal offence or misconduct.
20. 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.

Part 3 - Economic and Financial Standing

21. 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 sid4gov Supplier registration system at the following link:
<https://sid4gov.cabinetoffice.gov.uk/organisation/register>
22. 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 23 below, the Authority will perform an assessment of the proposed financial guarantor’s economic and financial standing.
23. 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 51 or more, then your Request to participate will continue to proceed in the DPS Selection process.
24. If any of the following circumstances arise:
 - a. the score provided by the credit reference agency is less than 51 and/or;

- b. no standard credit reference agency score is available for your organisation,
 - c. then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed 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.
25. The Authority will use this information as detailed paragraph 18.(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 the Authority's financial assessment template that can be viewed at Attachment 4 of the RM6018 participation bid pack, which covers a range of financial risk indicators.
26. If the Authority then determines that the financial risk is acceptable, then your request to participate will continue to proceed through the DPS Selection Stage process.
27. If the Authority determines that your financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a financial guarantor. If you nominate a financial guarantor the Authority will undertake the steps as detailed at paragraph (24.c) above in respect of the proposed financial guarantor.
28. 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 RM6018 procurement, until you are able to provide the required financial information.**
29. 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 DPS Guarantee. The Authority 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 (133 – 134) of the Standard Selection Questionnaire and (Questions 1(a-e)) of the Dynamic Purchasing Questionnaire (DPSQ):

30. You are required to provide two (2) contract examples in accordance with the response guidance provided in Attachment 5 – Response Guidance for Contract Examples which form part of RM6018 Research Marketplace bid pack.
31. You can provide your two contract examples at either question number 133 and 134 of the Standard Selection Questionnaire or at questions 1a, 1b, 1c and 1d of the Dynamic Purchasing System section of the Selection Questionnaire. If you chose to complete question numbers 133 and 134, your response will automatically transpose to questions 1a, 1b, 1c and 1d.
32. Failure to provide two (2) contract examples that meet the requirements as detailed in Attachment 5 – Response Guidance for Contract Examples, may result in your request to participate being rejected until you are able to meet this requirement.
33. To certify the two (2) contract examples provided as detailed in point 30 above, you are required to provide a 'Letter of Confirmation' for each contract example, which shall be complete and duly signed by both your organisation and the customer who received the research services.
34. The 'Letter of Confirmation' can be found at Attachment 1(a) and Attachment 1(b) of this RM6018 participation bid pack, and should be downloaded and completed as detailed in point 33 above and in accordance with the guidance in the Selection Questionnaire.
35. You must upload Attachment 1(a) (Letter of Confirmation – Contract Example 1) and Attachment 1(b) (Letter of Confirmation – Contract Example 2) to the Sid4gov platform in response to question 1e. Failure to submit the relevant Attachment 1(a) (Letter of Confirmation – Contract Example 1) and Attachment 1(b) (Letter of Confirmation - Contract Example 2), will result in your request to participate being rejected until you are able to provide the required information.

Selection Questionnaire – Not Applicable questions:

36. There are questions in the Selection Questionnaire that are not applicable for this RM6018 Research Marketplace procurement, therefore bidders must please note, a response is NOT required to the questions as detailed below:

- Part 2: (Contract Example 3) – Q135
- Part 3: (Steel) Q147 - Q149
- Part 3: (Supply Chain) Q150 – Q154
- Part 3 (NHS Requirements) Q158 - Q161

Selection Questionnaire – Additional Sub-contractors:

37. If your sub-contractor list exceeds twenty (20) sub-contractors and you are therefore unable to capture all sub-contractors in the standard selection questionnaire at question numbers 22 – 103, please complete Attachment 6 – Additional Sub-contractors. Please submit your completed Attachment 6 – Additional Subcontractors to CCS in accordance with the guidance detailed in the instructions tab of Attachment 6 – Additional Sub-contractors.

What is a Dynamic Purchasing System (DPS) Agreement?

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

If you are a successful bidder, the RM6018 DPS Agreement will be signed up to electronically and managed by CCS and you. Customers can then use the RM6018 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 RM6018 DPS Agreement.

There are general terms and conditions for the RM6018 DPS Agreement. One of the schedules of the RM6018 DPS Agreement Section 4, clause 4.10 (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:

| | |
|--|------------------------|
| Publication of the OJEU Contract Notice | 15/01/2018 |
| Start Date - Open DPS to bidders to request to participate | 17/01/2018 |
| DPS Open to Contracting Authorities for call for competition | Midnight on 15/02/2018 |

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 Sid4gov supplier messaging system or the DPS Mailbox address researchmarketplace@crowncommercial.gov.uk and as detailed in the OJEU Contact Notice, both options can be used to communicate with bidders. Try to ensure your question(s) is specific and clear.

The Sid4gov messaging service and the DPS Mailbox facilitates all messages sent between CCS and you in relation to this DPS. It is the bidders' responsibility to access messages during this procurement process therefore please ensure that you access and review messages through the Sid4gov 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 participation bid pack before you complete the SQ.
4. Please make sure you have read through all the information available to you. This includes any of the responses provided by CCS to any of your questions raised.
5. You must comply with the rules in this participation 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 RM6018 Research Marketplace 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 RM6018 DPS Agreement as per the PCR. We may also require a member of the Group of Economic Operators to sign a DPS Agreement guarantee on behalf of the legal entity.

Bidder conduct and conflicts of interest

12. You must not attempt to influence the Request to Participate process. For example, you must not directly or indirectly at any time:
- Collude with other 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.
13. 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

14. 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

15. 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:

16. 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:

Bid costs

17. We will not pay your bid costs for any reason e.g. if we terminate or amend the competition.

Warnings and disclaimers

18. We will not be liable:

- where parts of the bid pack are not accurate, adequate or complete; or
- for any written or verbal communications.

19. You must carry out your own due diligence and rely on your own enquiries.

20. This bid pack is not a commitment by us to enter into a contract.

Intellectual Property Rights

21. The bid pack remains our property. You must use the bid pack only for this competition.

22. You allow us to copy, amend and reproduce your bid so we can:

- run the competition;
- comply with law and guidance;
- carry out our business.

23. Our advisors, sub-contractors and other government bodies can use your bid for the same purposes.

All Suppliers 'Request to Participate' will enter into an 'assessing' status:

All bidders who complete the SQ will automatically enter into 'assessing' stage, this will enable CCS to undertake the necessary review of bidder responses to the SQ to ensure they meet the required selection criteria.

CCS and the bidder have a maximum of fifteen (15) working days to work jointly to rectify the issue 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, CCS will 'reject' the bidders 'Request to Participate' as an interim measure whilst the necessary further actions are undertaken. The bidder can then reapply to join the DPS within a timescale specified by the Authority via the Sid4gov platform.

If we accept your Request to Participate:

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

The DPS Agreement sign-off:

If you are a successful and therefore 'appointed' on to the DPS, the RM6018 Research and Marketplace DPS Agreement will be electronically signed and managed by CCS and you.

The RM6018 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 RM6018 DPS Agreement between CCS and you 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 RM3018 as there will be no legally binding RM6018 DPS Agreement between CCS and you.

Call for Competition:

Customers may award contracts by inviting all suppliers to 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 RM6018 Research Marketplace DPS Agreement Section 4 - How Services Will be Bought (Call for Competition Process), Clause 4.10 (Call for Competition Procedure).

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.