

DPS Schedule 7 (Order Procedure and Award Criteria)

Part 1: Order Procedure

1. Overview

- 1.1. This DPS Schedule sets out the Order Procedure for all Buyers and Suppliers to follow.
- 1.2. CCS reserves the right to change this Order Procedure.
- 1.3. All Buyers listed under the FTS Notice may award an Order Contract under this DPS Contract.
- 1.4. The Buyer may appoint an agent to act on their behalf, this includes completing this Order Procedure.
- 1.5. CCS is not responsible for the actions of any Buyer.

2. Buyer reserves the right not to award

- 2.1. An Order Procedure may be cancelled at any time. The Buyer is not obliged to award any Order Contract.
- 2.2. At any time during the Further Competition Procedure, the Buyer may go back to any previous stage in the Procedure and amend requirements.
- 2.3. The Supplier may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Suppliers identified in the Buyer's filtered shortlist as applicable to the Buyer's requirements.

3. How services will be bought

- 3.1. The Buyer shall award an Order Contract in accordance with the Further Competition Procedure as set out in Clause 4 below.

4. Further Competition Procedure

- 4.1. **Develop a Statement of Requirements.** The Buyer shall develop a Statement of Requirements detailing what is needed from the Supplier and the outcome that the Supplier shall be required to deliver. As a minimum the Statement of Requirement must include:
 - 4.1.1. an outline of the business challenge/issue, including any known objectives;
 - 4.1.2. details of any mandatory activities, or specialist services that should be included within any proposed solution;
 - 4.1.3. the evaluation method and criteria for assessing Suppliers against the Statement of Requirement, based on the Further

- Competition Award Criteria together with a timetable for the evaluation Procedure;
 - 4.1.4. the number of highest scoring Suppliers that will be invited to Pitch, where applicable, following the Written Proposal;
 - 4.1.5. a request for interested Suppliers to respond; and
 - 4.1.6. the Supplier's Proposal due date.
- 4.2. The Buyer is advised but not mandated to include the below in the Statement of Requirement:
- 4.2.1. a budget range;
 - 4.2.2. geographical location of work (if required);
 - 4.2.3. any security clearances needed;
 - 4.2.4. a clarification period for Suppliers to ask questions about the Statement of Requirements. The time frame for this clarification period shall be outlined in the Statement of Requirements; and
 - 4.2.5. any other information that the Buyer considers necessary to enable Suppliers to submit a Proposal and a template Statement of Requirements layout is attached as Annex A to this Schedule.
- 4.3. The Buyer may wish to engage with Suppliers before starting the below stages, including providing preliminary details of the requirement for Supplier feedback.
- 4.4. The Buyer shall undertake the required stage (clause 4.8 Written Proposal) and may choose to undertake one or more of the optional stages set out below.
- 4.5. **Pre-Market Engagement (Recommended but Optional).** If a Buyer chooses to undertake pre-market engagement the Buyer:
- 4.5.1. shall send the draft Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements, asking for a response for the purposes of assisting with market engagement, as detailed within the Statement of Requirements;
 - 4.5.2. may hold a market engagement event where they shall invite all Suppliers on the DPS to help develop the Statement of Requirements; and
 - 4.5.3. may choose to update and re-issue the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist following pre-market engagement.
- 4.6. **Supplier Capability Assessment (Optional).** If a Buyer chooses to undertake Supplier Capability Assessments the Buyer:

- 4.6.1. shall send the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements;
- 4.6.2. shall send questions relating to the requirements set out in the Statement of Requirements to Suppliers which require a "Yes" or "No" response (the "**Capability Assessment Questions**") and shall indicate the timeframe in which these must be completed.
- 4.6.3. shall only proceed with Suppliers that have responded 'Yes' to all the Capability Assessment Questions to the next stage of the Procedure.
- 4.7. Where a Buyer chooses to undertake Supplier capability assessment the Supplier shall respond to the Capability Assessment Questions answering "Yes" or "No".
- 4.8. **Written Proposal (Required).** The Buyer shall undertake the written Proposal stage for all Order Contracts under this DPS Contract. The Buyer:
 - 4.8.1. shall send the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements, (or only those Suppliers passing the Capability Assessment if the Buyer has undertaken Supplier Capability Assessment under clause 4.6); and
 - 4.8.2. shall conduct a quality and price assessment of the Supplier's Proposal against the evaluation method and scoring system outlined in the Statement of Requirements.
- 4.9. During the undertaking of the written Proposal stage the Suppliers:
 - 4.9.1. shall submit their written Proposal in line with the requirements in the Buyer's Statement of Requirements including timeframe and format;
 - 4.9.2. shall be required to demonstrate how they will deliver the solution, including whether the Services will be delivered solely by their 'in-house' capability or whether they intend to Sub-Contract any element(s) of the Services delivering the solution. Where an Supplier declares that it intends to Sub-Contract any element(s) of the Services, the Supplier shall be required to clearly state in its response:
 - (a) The name of the Sub-Contractor(s);
 - (b) The Companies House Registration number of the Sub-Contractor(s);
 - (c) The registered address of the Sub-Contractor(s) and the address of the premises from where the Services will be delivered;

- (d) Details of the Services that will be Sub-Contracted; and
 - (e) the estimated value of the work that will be Sub-Contracted.
- 4.10. **Pre-Pitch Feedback (Recommended when including a pitch but Optional)** The Buyer may choose to undertake a pre-pitch feedback session with each of the Suppliers invited to pitch, to provide feedback on the general direction of the Supplier's approach. These take place before the pitch and are not evaluated.
- 4.11. **Pitch (Recommended but Optional).** If a Buyer chooses to undertake a pitch to further shortlist after the written stage the Buyer shall:
 - 4.11.1. specify in the Statement of Requirements that, if the Supplier is successful at the written Proposal stage, that written Proposal must be supported by a further submission in the form of:
 - (a) a presentation;
 - (b) a face to face pitch; or
 - (c) such other submission as the Buyer may specify;
 - 4.11.2. specify in the Statement of Requirements how many of the highest scoring Suppliers at the written Proposal stage will be invited to pitch.
 - 4.11.3. set out in the Statement of Requirements the evaluation method and scoring system to be used for assessment of the Supplier's further submission; and
 - 4.11.4. conduct a quality and price assessment of the Supplier's further submission in line with the evaluation method and scoring system outlined in the Statement of Requirements.
- 4.12. Where a Buyer chooses to undertake a pitch, the Supplier shall address the pitch requirements in its written Proposal.
- 4.13. If the Buyer chooses to undertake a pitching stage, the Supplier shall provide the further submission in accordance with the requirements in the Buyer's Statement of Requirements.
- 4.14. The Buyer shall award an Order Contract to the successful Supplier in accordance with the methodology set out in the Statement of Requirements.
- 4.15. At all stages the Buyer shall notify unsuccessful Suppliers and may provide the Suppliers with feedback.
- 4.16. A Supplier shall inform the Buyer if at any stage it does not wish to participate in the Further Competition Procedure.

5. Further Competition Award Criteria

- 5.1. The Buyer may wish to use the GCS evaluation framework found here: <https://gcs.civilservice.gov.uk/publications/evaluation-framework/> The Buyer has discretion to develop the Further Competition Award Criteria as it deems appropriate.
- 5.2. The Buyer will evaluate the Supplier's Proposal against the following criteria to determine which of the Suppliers provides the most economically advantageous solution from the perspective of the Buyer. For the avoidance of doubt the most economically advantageous solution will not necessarily be the lowest price solution:

Criteria	Percentage Weightings
Quality*	60 - 95%
Price	5 - 40%
TOTAL	100%

* Central Government Bodies in scope of PPN 06/20 must give Social Value a minimum weighting of 10% of the total scoring

- 5.3. Weightings and sub-weightings for the evaluation criteria will be set by the Buyer and must add up to 100%.
- 5.4. Where the Buyer has chosen to undertake a Pitch, the Buyer will evaluate quality and price in the Written stage to identify Suppliers to invite to Pitch.

6. What the Supplier has to do

- 6.1. The Supplier agrees that all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - 6.1.1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - 6.1.2. enter into any arrangement or agreement with any other person that they or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

7. Awarding and creating an Order Contract

- 7.1. A Buyer may award an Order Contract with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Buyer) of the Order Form Template set out in DPS Schedule 6 (Order Form Template and Order Schedules).
- 7.2. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order Contract) which is not as described in this Paragraph 2 shall not constitute an Order Contract under this DPS Contract.
- 7.3. On receipt of an Order Form as described in Paragraph 7.1 from a Buyer the Supplier shall accept the Order Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Buyer concerned.
- 7.4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Order Contract shall be formed with effect from the Order Start Date stated in the Order Form.
- 7.5. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Order Contracts under this DPS Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
 - 7.5.1. the conduct of Buyer in relation to this Contract; or
 - 7.5.2. the performance or non-performance of any Order Contracts between the Supplier and Buyer entered into pursuant to this Contract.

8. Awarding and creating an Exempt Order Contract

- 8.1. Paragraph 3.1 above shall not apply to an Exempt Buyer.
- 8.2. If a potential Exempt Buyer decides to source Deliverables through this DPS Contract, it will award an Exempt Order Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.
- 8.3. A potential Exempt Buyer may award an Exempt Order Contract under this DPS Contract through a Further Competition Procedure in accordance with Paragraph 4 as modified by Paragraph 8.4 below.
- 8.4. If the potential Exempt Buyer requires the Supplier to develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 4 above as modified by this Paragraph 8.4. In that case, references to “the Regulations” in Paragraph 4 above shall be read as references to “any legal requirements applicable to that potential

Exempt Buyer”, and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.

- 8.5. Paragraphs 8.1 to 8.4 above are without prejudice to an Exempt Buyer’s ability to make such further modifications to the Order Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Buyer.

Annex A – Template Statement of Requirement

Department / Organisation:

Contact name:

Contact email:

DPS ref:

Date issued / clarification period / response deadline:

Summary

- a) The problem and services required
- b) Any constraints that may preclude Suppliers from accepting this Statement of Requirement
- c) Budget (if appropriate)
- d) Timescales

Context and objectives

- a) About our organisation
- b) Existing strategy (i.e. known sensitivities, constraints, conflicts of interest)
- c) Any data, previous research activity, audience insight and outputs
- d) Your goals and objectives

Requirement and implementation

- a) Detail of requirement
- b) Role of the Supplier, management and staffing (if applicable)
- c) Key delivery milestones

Supplier response (evaluation)

- a) Questions and evaluation methodology with marking scheme
- b) Any further stages

Appointment and timings

- e) Timescales for tender (stages / award)
- f) Contract length and any extension possibilities
- g) Total contract value