

DPS Schedule 7 (Order Procedure and Award Criteria)

Part 1: Order Procedure

1. How an Order Contract is awarded

1.1 If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.

1.2 Any potential Buyer awarding an Order Contract must do so in accordance with the Order Procedure set out in Paragraph 2 below.

2. How a competition works

What the Buyer has to do

2.1 The Buyer awarding an Order Contract under this Contract through the Order Procedure shall:

- 2.1.1 develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying them;
- 2.1.2 amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
- 2.1.3 invite tenders by conducting an Order Procedure for its Deliverables in accordance with the Regulations and in particular:
 - (i) invite the Suppliers to submit a tender in writing for each proposed Order Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
 - (ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Order Contract and the time needed to submit tenders; and
 - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired;
- 2.1.4 Presentations (Optional). If the Buyer chooses (at the Buyer's discretion) to undertake a presentation stage as part of the Further Competition Procedure, the Buyer shall:
 - (a) specify in its Statement of Requirements that the written tender must be supported by a further submission in the form of:
 - (i) a presentation;

- (ii) a face to face presentation; or
 - (iii) such other submission as the Buyer may specify;
- (b) under the quality part of the evaluation, score the Supplier's presentation or other submission against the relevant evaluation methodology and scoring system outlined in the Statement of Requirements, and
- (c) if the Buyer chooses to undertake a presentation stage, the Supplier shall provide the presentation or other form of submission in accordance with the requirements in the Buyer's Statement of Requirements;

2.1.5 apply the Order Award Criteria to the Suppliers' compliant tenders submitted through the Order Procedure as the basis of its decision to award an Order Contract for its Deliverables;

2.1.6 on the basis set out above, award its Order Contract to the successful Supplier in accordance with Paragraph 6. The Order Contract shall:

- (a) state the Deliverables;
- (b) state the tender submitted by the successful Supplier;
- (c) state the financial arrangements relating to the Deliverables in accordance with the tender submitted by the successful Supplier; and
- (d) incorporate the terms of the Order Form and Contract (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.2. above) applicable to the Deliverables; and

2.1.7 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

2.2 The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 2.1.3 above, provide CCS and the Buyer with either:

2.2.1 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

- (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
- (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;

- (c) a proposal covering the Deliverables; or
- 2.2.2 a statement to the effect that it does not wish to tender in relation to the Deliverables;
- 2.2.3 The Supplier agrees that:
 - (a) all tenders submitted by the Supplier in relation to an Order Procedure held pursuant to this Paragraph 2 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Order Procedure); and
 - (b) 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:
 - (i) 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
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

3. No requirement to award

3.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Order Contract.

4. Who is responsible for the award

4.1 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Order Contracts under this 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:

- 4.1.1 the conduct of Buyer in relation to this Contract; or
- 4.1.2 the performance or non-performance of any Order Contracts between the Supplier and Buyer entered into pursuant to this Contract.

5. Awarding and creating an Order contract

- 5.1 Subject to Paragraphs 1 to 5 above, 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 in accordance with Paragraph 2.1.2 above) of the Order Form Template set out in DPS Schedule 6 (Order Form Template and Order Schedules).
- 5.2 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 6 shall not constitute an Order Contract under this Contract.
- 5.3 On receipt of an order form as described in Paragraph 6.1 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.
- 5.4 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.

6. Awarding and creating an Exempt Order Contract

- 6.1 Paragraph 1 above shall not apply to an Exempt Buyer.
- 6.2 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 7 and in accordance with any legal requirements applicable to that potential Exempt Buyer.
- 6.3 A potential Exempt Buyer may award an Exempt Order Contract under this DPS Contract through a Further Competition Procedure in accordance with Paragraph 2 as modified by Paragraph 7.4 below.
- 6.4 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 2 above as modified by this Paragraph 7.4. In that case, references to “the Regulations” in Paragraph 2 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.
- 6.5 Paragraphs 7.1 to 7.4 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.

Part 2: Award Criteria

1. This Part 2 lays out award criteria for an Order Contract on the basis of competition in accordance with the Order Procedure.
2. An Order Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

Annex: Order Award Criteria

The following criteria and weightings shall apply to the evaluation of each Order submitted through the Order Procedure:

Weightings and sub-weightings for the evaluation criteria will be set by the Buyer and must add up to 100%.

Where the Buyer has chosen (at its discretion) to undertake a presentation stage as part of the Further Competition Procedure, the Buyer will specify the evaluation methodology and scoring system that will apply to such shortlisting and/or presentation stage in its Statement of Requirements.

Criteria	Relative weighting percentage
[Quality - of which at least 10% must be for Social Value*]	[80 - 20%]
[Price]	[80 - 20%]
Total	100%

*Organisations in scope of PPN 06/20, must give Social Value a minimum of 10% of the total scoring