

# DPS Schedule 7 (Order Procedure and Award Criteria)

## Part 1: Order Procedure

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Award Filters"</b>	the filters found within products and services matrix of the Occupational Health and Related Services contained within the Supplier Registration Service to enable Buyers to down select Suppliers capable of providing the Deliverables;
<b>"Rapid Award Procedure"</b>	the procedure outlined at Paragraph 3.2 of this Schedule;
<b>"Standard Award Procedure"</b>	the procedure outlined at Paragraph 3.3 of this Schedule;
<b>"Supplier Prospectus"</b>	the prospectus submitted by the Supplier to CCS and referred to in the Supplier's DPS Application only relating to the Rapid Award Procedure outlined at Paragraph 3.2. Each Supplier Prospectus will contain, but is not limited to containing, the following information: Supplier information (organisation name, occupational health, employee assistance programmes and eyecare services, office locations); Supplier pricing,); Additional services (flexibility to bespoke offering to users requirement, value for money, social value); and Additional information (industry recognition, assurance certification, security management system and control); and
<b>"Supplier Registration Service"</b>	a platform used by both Buyers and Suppliers to access Government procurement-related systems.

### 2. How an Order Contract is awarded

2.1 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.

2.2 Any potential Buyer awarding an Order Contract must do so in accordance with the Order Procedure set out in Paragraph 3 below.

2.3 The Buyer shall amend or refine the Deliverables to reflect its requirements by using the Order Form Template only to the extent permitted by and in accordance with the requirements of the Regulations.

### **3. How to undertake an Order Procedure**

#### **What the Buyer has to do**

3.1.1 The Buyer awarding an Order Contract under this Contract through the Order Procedure must do so through either the Rapid Award procedure or the Standard Award Procedure set out in this Paragraph 3.

3.1.2 CCS may from time to time develop and innovate new Award Filters. Any consequential amendments to this Contract in order to implement further Award Filters will be made in accordance with the change and variation clauses set out in the Contract.

#### **3.2 Rapid Award Procedure**

3.2.1 The Rapid Award Procedure is made under the discretion afforded by the Regulations at 74 to 77 and at Schedule 3 - Social and Other Specific Services.

3.2.2 The Buyer shall first record their Statement of Requirements in the Supplier Registration Service within the auto generated free text box provided.

3.2.3 The Buyer shall then select Award Filters in accordance with the Buyers Statement of Requirements to down select capable Suppliers.

3.2.4 Following completion of the Award Filters the Buyer will be presented with a list of potential Suppliers together with price information, the Supplier Prospectus and supplier identity information.

**3.3** The Buyer will apply the contract award criteria set out at Annex A of this Schedule against the Supplier Prospectus as the basis for the decision to award a Contract for its Statement of Requirements. The Buyer will then award its Order Contract to the successful Supplier in accordance with Paragraph 7. **Standard Award Procedure**

3.3.1 The Buyer shall first record their Statement of Requirements in the Supplier Registration Service within the auto generated free text box provided.

3.3.2 The Buyer shall select Award Filters in accordance with their service requirements to down select capable Suppliers.

3.3.3 The Buyer shall then invite tenders by conducting an Order Procedure for its Deliverables in accordance with the Regulations and in particular:

- (a) 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;

- (b) set a time limit for the receipt by the Buyer 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
  - (c) keep each tender confidential until the time limit set out for the return of tenders has expired.
- 3.3.4 The Buyer will apply the contract award criteria set out at Annex B of this Schedule as the basis for the decision to award an Order Contract for its Deliverables.
- 3.3.5 On the basis set out above, the Buyer will award its Order Contract to the successful Supplier in accordance with Paragraph 7. The Order Contract shall:
  - (a) state the Deliverables;
  - (b) state the tender submitted by the successful Supplier;
  - (c) state the charges payable for 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 2.3) applicable to the Deliverables.
- 3.3.6 The Buyer will provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

## **What the Supplier has to do**

### **Standard Award Procedure**

- 3.4 Following a receipt of an invitation to tender under the Standard Award Procedure, the Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.3.3 above, provide CCS and the Buyer with either:
- a) a statement to the effect that it does not wish to tender in relation to the Deliverables; or
  - b) 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;
    - d) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and

- e) confirmation of discounts applicable to the Deliverables, as referenced in DPS Schedule 3 (DPS Pricing) (if applicable).

3.5 All tenders submitted by the Supplier in relation to a Standard Award Procedure held pursuant to Paragraph 3.4 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).

3.6 The Supplier shall ensure that any prices submitted in relation to an Order Procedure held pursuant to this Paragraph 3 shall reflect DPS Pricing where applicable and take into account any discount to which the Buyer may be entitled as set out in DPS Schedule 3 (DPS Pricing).

3.7 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:

- 3.7.1 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

- 3.7.2 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.

#### **Rapid Award Procedure**

3.8 On receipt of an Order Form as described in Paragraph 7 from a Buyer undertaking a Rapid Award Procedure, the Supplier may provide a statement to the Buyer that it does not wish to provide the Deliverables. Such a statement is to be provided promptly, or by a time and date specified by the Buyer.

#### **4. How e-auctions work – NOT USED**

#### **5. No requirement to award**

5.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 3, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables under the Standard Award Procedure or the Rapid Award Procedure and that nothing in this Contract shall oblige the Buyer to award any Order Contract.

#### **6. Who is responsible for the award**

6.1 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:

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

## **7. Awarding and creating an Order contract**

- 7.1 Subject to Paragraphs 1 to 6 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 2.3 above) 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 7 shall not constitute an Order Contract under this 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.

## **8. Awarding and creating an Exempt Order Contract**

- 8.1 Paragraph 3 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 3 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 3 above as modified by this Paragraph 8.4. 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.

**DPS Schedule 7 (Order Procedure)**

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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.

## **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") for the Standard Award Procedure.
3. An Order Contract awarded under the Rapid Award Procedure may be awarded on the basis of the most economically advantageous tender ("MEAT").
4. This Schedule includes details of the award criteria and any weightings that will be applied to that criteria. Criteria applicable to a Rapid Award Procedure are set out at Annex A to this Schedule and criteria applicable to a Standard Award Procedure are set out in Annex B to this Schedule.

## Annex A: Rapid Award Criteria

Rapid Award is only available for services covered by Supplier Prospectus's.

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

	Criteria	Relative Weighting Percentage [Guidance: where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.]
A	Price	100% (- 0 to 40% at Buyers discretion)
B	Quality  Which may consist of the following criteria: <ul style="list-style-type: none"> <li>• Sustainability/Innovation</li> <li>• Approach to delivery of the Services</li> </ul>	0% (+ 0 to 20% at Buyers discretion)
C	Social Value	0% (+ 0 to 20% at Buyers discretion)  Buyer Guidance: There is a Central Government requirement for Social Value to be evaluated. The Social Value weighting must be at least 10% to account for this. The 0% option for Social Value is available to Wider Public Sector organisations if they wish to evaluate 100% on Price.

## Annex B: Standard Award Criteria



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

	Criteria	Relative Weighting Percentage [Guidance: where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.]
A	<p>Quality</p> <p>Which may consist of the following criteria:</p> <ul style="list-style-type: none"> <li>• Sustainability/Innovation</li> <li>• Approach to delivery of the Services</li> <li>• Use of Supply Chain/Partners</li> </ul>	50% (+/- 0 to 50% at Buyers discretion)
B	Price	50% (+/- 0 to 50% at Buyers discretion)
C	Social Value	<p>0% (+ 0 to 20% at Buyers discretion)</p> <p>Buyer Guidance: There is a Central Government requirement for Social Value to be evaluated. The Social Value weighting must be at least 10% to account for this. The 0% weighting option for Social Value is available to Wider Public Sector organisations if they wish to evaluate without Social Value. The +20% variance is to give the option for Buyers to include a Social Value weighting up to a maximum of 20%.</p>