SCHEDULE 2: CALL FOR COMPETITION PROCEDURE

1. AWARD PROCEDURE

1.1 If the Authority or any Other Contracting Authority decides to source the Goods, Works and/or Services through this Dynamic Purchasing System Agreement then it will award its Goods, Works and/or Services Requirements in accordance with the procedure in this DPS Schedule 2 (Call for Competition Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this DPS Schedule 2, "Guidance" shall mean any guidance issued or updated by the Authority from time to time in relation to the Regulations.

2. CALL FOR COMPETITION PROCEDURE

Employers Obligations

2.1 The Employer awarding a Contract under this Dynamic Purchasing System Agreement must do so through the Call for Competition Procedure set out below, The Employer shall:

2.1.1 develop a Statement of Requirements;

2.1.2 amend or refine the Template Contract Form and Template Contract Terms to reflect its Statement of Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;

2.1.3 the Employer shall:

(i) invite the DPS Suppliers to submit a tender in writing for each proposed Contract to be awarded by giving notice through the Electronic Tendering System to the relevant Supplier Representative of each Contractor;

(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 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 apply the Competition Award Criteria to the Contractors compliant tenders submitted through the Call for Competition Procedure as the basis of its decision to award a Contract for its Statement of Requirements;

2.1.5 on the basis set out above, award its Contract to the successful Contractor in accordance with paragraph 5 which the Contract shall:

(a) state the Goods, Works Goods, Works and/or Services Requirements;

(b) state the tender submitted by the successful DPS Supplier;

(c) state the charges payable for the Goods, Works and/or Services Requirements in accordance with the tender submitted by the successful Contractor; and

(d) incorporate the Template Contract Form and Template Contract Terms (as may be amended or refined by the Contracting Authority in accordance with paragraph 2.1.2 above) applicable to the Goods, Works and/or Services,

2.1.6 provide unsuccessful Contractor's with written feedback in relation to the reasons why their tenders were unsuccessful.

The Contractor's Obligations

2.2 The Contractor shall in writing, by the time and date specified by the Employer following an invitation to tender pursuant to paragraph 2.1.3 above, provide the Employer with either:

2.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Statement of Requirements; or

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

(a) Complete all sections of the Call for Competition, submitting their response through the Electronic Tender Portal only;

(b) complete and attach their proposal covering the Goods, Works and/or Services

Requirements;

2.2.3 The Contractor agrees that:

(a) all tenders submitted by the Contractor in relation to a Call for Competition held pursuant to this paragraph 2 shall remain open for acceptance by the Employer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Employer in accordance with the Call for Competition Procedure); and

(b) all tenders submitted by the Contractor are made and will be made in good faith and that the Contractor 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 Contractor 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 AWARD**

3.1 Notwithstanding the fact that the Employer has followed a procedure as set out above in clause 2 (Call for Competition Procedure), the Employer shall be entitled at all times to decline to make an award for its Goods, Works and/or Services Requirements. Nothing in this Dynamic Purchasing System Agreement shall oblige any Employer to award any Contract.

4. CONTRACT AWARD PROCEDURE

4.1 Subject to paragraphs 1 to 3 above, the Employer may award a Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Authority in accordance with paragraph 2.1.2 above) of the Template Order Form set out in DPS Schedule 4 (Template Order Form and Template Contract Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Contract) which is not as described in this paragraph 4 shall not constitute a Contract under this Dynamic Purchasing System Agreement.

4.2 On receipt of an order form as described in paragraph 4.1 from the Employer the Contractor shall accept the Contract by promptly signing and returning

(including by electronic means) a copy of the order form to the Contracting Authority concerned.

4.3 On receipt of the signed order form from the Contractor, the Employer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Contract shall be formed.

5 Instruction/Guidance for Call Off Tenders under a DPS Agreement

The completion of Call Off of the DPS Agreement will take place throughout the term of the Agreement following evaluation of the Qualification Stage with the expected start date given in the timetable.

Call Off contracts will be communicated to Tenderers who passed the PQQ stage. Call Off will be managed by categorising the DPS as shown in Schedule 7 of the DPS Agreement. All Tenderers who have demonstrated the required criteria and have indicated their interest and competence in a Category will be invited to tender for Call Off contracts under that category.

You must return all documentation required for each Call Off by the Return Date stated via the Council's Due North System.

Any additional information which is necessary to support your Tender should be uploaded separately to the Due North system as part of your submission, and cross-referenced in the main body of your Tender.

Submission of Tenders

Unless CORSERV has expressly stated to the contrary, each Tenderer must submit only one Tender in respect of any Call Off.

Each Tender must be a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. Each Tender must be capable of being accepted by CORSERV in its own right.

The following requirements must be adhered to when submitting Tenders:

- Tenderers should submit only such information as is necessary to respond effectively.
- Unless specifically requested, extraneous presentation materials, particularly company corporate sales material, are neither necessary nor desired. Such materials will only be taken into account if they are clearly referenced in a Tenderer's specific response to a question in the Call Off and only then to the extent that information is considered relevant by CORSERV.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in the Call Off.
- The Tender must be clear, concise and complete. CORSERV reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity.
- Tenderers have provided contact information when registering with the Council's Due North System. CORSERV shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake changes relating to the contact promptly if required.

Tender Award Criteria

Only those Applicants who are successful at the QS will be invited to respond to Call Off under the DPS Agreement. The Call Off therefore relates to the Tender Award Criteria.

All Call Off tenders under this DPS Agreement awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to CORSERV.

The award criteria for each Call Off will be stated in the Call Off documentation. The options will be to evaluate by price only or by price and quality depending on the complexity of the works required.

Quality Evaluation

The quality evaluation will be scored as below.

Each scored question/section will be allocated a score between 0 and 5 in accordance with the table set out below:

Tenderers that receive a score of 2 or less in any of these questions / sections shall be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless CORSERV, at its absolute discretion, decides otherwise (CORSERV must evidence why such discretion was exercised).

Scoring Matrix for Quality Criteria		
Score	**Judgement**	**Interpretation**
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

Quality Score: Worked Example

Criteria	Tenders Score, A	Maximum Score, B	Weighting, C (100% total)	Quality Total, D (as above)	Contribution to tenderers score, D (A÷B) x C x D = E
Question 1	3	5	20%	50%	6%
Question 2	3	5	20%	50%	6%
Question 3	4	5	20%	50%	8%
Question 4	4	5	10%	50%	4%
Question 5	5	5	10%	50%	5%
Question 6	4	5	10%	50%	4%
Question 7	4	5	10%	50%	4%
Tenderers Quality Score out of a possible 50% (=sum(E))					37%

Commercials

The Commercial section contains the details and requirements relating to the price element of this ITT. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc., for the Tenderers to return as part of their Tender submission.

The Tenderer's prices will be scored on a comparative basis.

Ties

Where the Total Evaluated Scores of two or more Tenderers are identical following the evaluation process identified above and a Tie has occurred the following will be applied to determine the preferred Supplier:

- Where in the commercial element accounts for 50% or more of the total available score, the highest commercial score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
    - Supplier A 60% Commercial 34% Quality = 94%
    - Supplier B 54% Commercial 40% Quality = 94%

  Supplier A would be deemed the preferred Supplier

- Where the quality element accounts for 51% or more of the total available score, the highest quality score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
    - Supplier A 60% Quality 34% Commercial = 94%
    - Supplier B 54% Quality 40% Commercial = 94%

  Supplier A would be deemed the preferred Supplier

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected by identifying the first to submit their tender to Due North.

Contract Terms and Conditions

By submitting a Tender, Tenderers are agreeing to be bound by the Terms and Conditions of the Call Off and the DPS Agreement without further negotiation or amendment.

Contract Award

Entering into the Agreement is subject to the formal approval process of CORSERV. Until all necessary approvals are obtained no Agreement will be entered into.

Once CORSERV has reached a decision in respect of a contract award, it will notify all Tenderers of that decision via the Due North System.