****

**FURTHER COMPETITION**

**FOR**

**[INSERT CONTRACT TITLE and reference number]**

**CONTRACT**

**UNDER FRAMEWORK RM6099**

**TRANSPORT TECHNOLOGY AND ASSOCIATED SERVICES**

**Key to highlighted areas:**

1. **All text highlighted in yellow and included within square brackets [ ] is to be completed by the customer**
2. **All text highlighted in green provides guidance.**

***Notes :***

1. ***This document is for guidance purposes only and should be tailored to suit your specific requirements. Use of this template is not mandatory however for consistent approach to market it is recommended***
2. ***Please ensure when you issue the document to suppliers, all highlighting and square brackets are removed along with any guidance notes.***

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# glossary

## In this Further Competition Invitation the following words and phrases have the following meanings:

## “**Authority**” means [Insert Customer Name and Address];

## **“CCS”** means Crown Commercial Service;

## “**Contract**” has the meaning set out in Framework Agreement Schedule 4;

## “**Further Competition**” means the process used to establish a Contract that facilitates the provision of [Insert Contract Title];

## “**Further Competition** Template and **Invitation to Tender**” means this document and all related documents published by the Authority in relation to this Further Competition;

## “**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

## “**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

## “**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

## “**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

## “**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

## “**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

## “**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

## “**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

# introduction

## This Further Competition Invitation relates to the Further Competition to award a [Insert Contract Title] Contract to a sole Supplier.

## This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.

## This Further Competition is being conducted under the CCS Transport Technology and Associated Services Framework Agreement (reference RM6099).

# OVERVIEW OF Invitation to tender

## The following appendices accompany this ITT:

### **Appendix A – Order Form**

### Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition as per the core clauses of the contract, alternative and additional provisions and specific standards.

### **Appendix B – Specification services under the relevant Lot**

### A detailed description of the Services that the Supplier will be required to supply to the Authority.

### **Appendix C – Further Competition Questionnaire**

### The questionnaire created by the Authority, is used to test the suitability of the Potential Providers to meet necessary criteria in order to provide the required services. This is used to provide final scoring and decide the successful supplier.

# FURTHER COMPETITION TIMETABLE

## The timetable for this Further Competition is set out in the table below.

## [The timetable below is an example]

## The Authority may change this timetable at any time. Potential Providers will be informed if changes to this timetable are necessary.

## The Authority must receive all Tenders before the Tender Submission Deadline.

## Tenders after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority’s discretion.

| **DATE** | **ACTIVITY** |
| --- | --- |
| [Day/Date/Month/Year] | Publication of the Further Competition Invitation |
| [Day/Date/Month/Year] | Clarification period starts |
| [Day/Date/Month/Year] | Clarification period closes (“**Tender Clarification Deadline**”) |
| [Day/Date/Month/Year] | Deadline for the publication of responses to Tender Clarification questions |
| [Day/Date/Month/Year] | Deadline for submission of a Tender to the Authority Contract (“**Tender Submission Deadline**”)  *[Please allow time for Potential Providers to consider your response. We recommend a minimum period of 10 days between the Tender Clarifications Deadline and the Tender Submission Deadline.]* |
| [Day/Date/Month/Year] | Start date of 10-day Standstill period *[if required ]* |
| [Day/Date/Month/Year] | Expected commencement date for the Contract |

# questions AND CLARIFICATIONS

## Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.

## [Insert information on the process for raising clarification questions.]

## The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

## To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.

## Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.

## At times the Authority may issue communications to the email address for the Potential Provider contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

# Price

## [Insert information on how pricing will be determined, i.e. what Potential Providers are pricing for, the format the pricing should take etc.]

## [Pricing should be requested in the format which best supports your requirement, for example day rates, ensuring you consider mobilisation and exit management costs.

# Submitting a tender

## [Insert information on how Potential Providers should submit a Tender.]

## A Tender must remain valid and capable of acceptance by the Authority for a period of [enter the number days] following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

## [Contractual quote validity under TS3 is 30 working days, unless a period stated above]

# tender EVALUATION

## Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).

## [The following criteria should be applied to the Authority’s Further Competition]

|  |  |  |
| --- | --- | --- |
| **Criteria Number** | **Criteria** | **Percentage Weightings (or rank order of importance where applicable)**  **To be set by the Buyer conducting the further competition - examples below (which in total should add up to 100%):** |
| 1 | Quality: (including delivery time, period of completion, sales service, good value) | 10 to 80% |
| 2 | Price | 10 to 80% |
| 3 | Social Value | 10% |

## [Please insert an overview of how the overall Tender Score will be evaluated].

## [Example marking scheme for use in your quality evaluation.]

| **Marking scheme** | **Description** |
| --- | --- |
| **100 - Good** | The response fully meets all requirements with detail provided minimising risks to delivery.  The response is comprehensive and unambiguous, demonstrating a thorough understanding of the requirements and provides details of how the requirement will be met in full without additional support from the Contracting Authority, other than that outlined within the Statement of Requirements. |
| **66 – Acceptable – Minor Concerns** | The response is acceptable and meets all the basic requirements. However, the response, is not sufficiently detailed to minimise risk and/or the proposed approach may require additional support (in addition to that outlined in the Statement of Requirements) from the Contracting Authority to meet its deliverables. |
| **33 – Non Acceptable - Major Concerns** | The response has met some, but not all elements of the requirement, which poses risk that the proposal will not meet the deliverables required.  The response does not demonstrate a full understanding of the requirement posing major concerns. |
| **0 - Unsuitable** | The response does not meet any of the requirements or no response has been provided.  An unacceptable and/or non-compliant response with serious reservations, demonstrating no understanding of the requirement. |

## The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

| **QUESTION NUMBER** | **QUESTION** | **TOTAL SCORE AVAILABLE** |
| --- | --- | --- |
| [1] | Company Information | Information Only |
| [2] | Potential Provider Contact | Information Only |
| [3] | Mandatory Questions *[Please delete if not used and amend numbering in this table.]* | Pass / Fail |
| [4] | [Insert Question Title – this can be copied for each quality question that has been included] | [Insert Score] |
| [5] | [Insert Question Title, e.g. ‘Price’] | [Insert Score] |
| **Total** | | **100** |

# CONTRACT AWARD

## The Potential Provider that achieves the highest total score will be awarded the Contract.

## If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the ‘[Insert the Qualifying Question(s) Title]’ element of the tender evaluation will be deemed the winner and awarded the Contract.

## *[The Authority must SELECT a question or questions to identify which Potential Provider has reached the highest score for the qualifying elements to determine the overall winner.]*

## If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that they meet the Minimum Total Score of [Insert Minimum Pass Mark or Quality Threshold, e.g. 70].

# Supplier Outcome Letters AND CALL OFF CONTRACTS

## Upon Contract Award Potential Providers will be notified of the tender outcome by Letter or other formal means. *[Please amend to suit your requirements.]*

## *[Copies of the Supplier Outcome Letter Templates can be found under the documents tab on the framework webpage. Along with the Call Off Contract (T&C’s) and Customer Guidance document.]*

# Appendix A –Terms of the Further Comeptition

## 

## **INTRODUCTION**

## The Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.

## In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

## **CONDUCT**

## The Potential Provider agrees to abide by these Further Competition Terms and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

## Contact and Canvassing During the Further Competition

## The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider’s disqualification from this Further Competition.

## Collusive Behaviour

## The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):

## fix or adjust any element of the Tender by agreement or arrangement with any other person;

## communicate with any person other than the [insert Customer name] about the value, price or rates set out in the Tender; or information which would enable the precise or approximate value, price or rates to be calculated by any other person;

## enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;

## share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;

## offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

## except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider’s Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

## If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

## The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

## **COmpliance**

## The Potential Provider agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

## **RIGHT TO CANCEL OR VARY THE Further Competition**

## The Authority reserves the right:

## to amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

## to vary any timetable or deadlines set out in the Further Competition Invitation;

## not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;

## to cancel all or part of the Further Competition at any stage at any time.

## The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

# Appendix B – SPECIFICATION

## *[Below are some headings that you may wish to consider for inclusion in your further competition. Please remember to tailor the specification to your procurement requirements. Please delete any sections that are not relevant to you.]*

## **PURPOSE**

## Please include a high level summary of the requirement indicating the purpose of the procurement.

## **BACKGROUND TO THE CONTRACTING aUTHORITY**

## Please provide brief, relevant, background information regarding your organisation/department.

## **Background to requirement/OVERVIEW of requirement**

## Please provide details relating to the requirement’s background and the events leading up to the goods/services being required.

## Details can include relevant information about the organisation, why the requirement is needed, its importance to stakeholders (organisation, tax payer, public etc.) and any other relevant information that provides context to the requirement.

## Please include any details relating to the ‘Public Services (Social Value) Act 2012’ which will be applied to secure wider social, economic and environmental benefits.

## **definitions**

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| Insert acronym | means Insert an unambiguous meaning, for the purposes of this procurement, to avoid disputes later on. |
| Insert acronym | means Insert an unambiguous meaning, for the purposes of this procurement, to avoid disputes later on. |
| Insert acronym | means Insert an unambiguous meaning, for the purposes of this procurement, to avoid disputes later on. |

## **scope of requirement**

## Please provide a detailed outline of the requirement stating what is in and out of scope:

## Be specific on what is to be included;

## What is excluded (please also specify any responsibilities, impacting on the Supplier’s ability to delivery, that will be met by the Authority); and

## What is optional and what is mandatory.

## **The requirement**

## Please include a detailed description of the requirement and Contract deliverables.

## Please include any training or skills transfer requirements to be delivered by the Supplier.

## Please ensure any functionality, compatibility or acceptance testing requirements are included.

## Please ensure the requirement is not written to favour a particular approach, brand, and/or Supplier.

## [Please note that if you do not include the option to extend in your ITT this cannot be added on at a later date if required.]

## **key milestones and Deliverables**

## Please identify the key milestones and deliverables that are critical to the fulfilment of the Contract. Please see below example text relating to Key Milestones, please amend as appropriate to ensure that it is relevant to the requirement.

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Insert description of key milestone/deliverable | Within week 1 of Contract Award or no later than --/--/---- |
| 2 | Insert description of key milestone/deliverable | Within week 1 of Contract Award or no later than --/--/---- |
| 3 | Insert description of key milestone/deliverable | Within week 1 of Contract Award or no later than --/--/---- |
| 4 | Insert description of key milestone/deliverable | Within week 1 of Contract Award or no later than --/--/---- |

# 

## **MANAGEMENT INFORMATION/reporting**

## Please insert any specific details relating to the provision of management information or reporting by the Supplier.

## **volumes**

## Please insert details relating to volumes expected under the contract and any historic volume details from previous contracts (if available). This is to assist the Potential Suppliers in assessing the requirement and their capability to meet it throughout the Contract duration.

## **continuous improvement**

## Please see below example text relating to Continuous Improvement, please amend as appropriate to ensure that it is relevant to the requirement.

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during monthly/quarterly Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

## **Sustainability**

## Please include details of any sustainability considerations Potential Suppliers should include in their submissions.

## **quality**

## Please identify the quality required for contractual outputs including any required quality and or standard accreditation/s.

## **PRICE**

## Please insert any specific information relating to price and how you would like the Potential Supplier to price the goods/services. A separate attachment will be drafted using the information provided within this section.

## All quotations are to be sourced from [Lot X] [please amend to suit your requirements] under the CCS Transport Technology and Associated Services framework agreement (RM6099). [Please indicate the services you wish the supplier to provide.

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

## **STAFF AND CUSTOMER SERVICE**

## Please see below example text relating to Staff and Customer Service, please amend as appropriate including any specific qualifications, experience required by the Supplier to deliver the requirement.

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **service levels and performance**

## The Authority will measure the quality of the Supplier’s delivery by:

## Please provide information of the required service levels and/or KPIs that the Potential Supplier will be expected to achieve and against which the Supplier’s performance will be assessed. Ensure that service levels are measurable, relevant, and drive contractual performance. Please insert in text and include SLAs/KPIs in table form.

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | Insert ‘service area’ detail e.g. – Delivery timescales | [Insert description of KPI/SLA ensuring it is S.M.A.R.T e.g. – Deliveries to be received within 3 working days from order issue] | Insert required target e.g. – 98% |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

## Insert details of any mechanisms to incentivise delivery and/or compensate for poor Supplier performance such as service credits.

## Insert details of any exit strategy to be applied where poor Supplier performance requires early termination of the Contract.

## **Security and CONFIDENTIALITY requirements**

## Please insert any specific security requirements, vetting and/or accreditation in relation to both the Supplier’s staff and their systems.

## Please identify any confidentiality/security restrictions regarding the content of this Statement of Requirements and/or the results/deliverables of the Contract.

## **payment AND INVOICING**

## Insert details of required invoicing schedule.

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Invoices should be submitted to: Insert Invoicing address

## Insert any specific requirements the Supplier must adhere to in relation to your organisation’s purchase to pay process.

## **CONTRACT MANAGEMENT**

## Please include details that will impact on the Supplier regarding their attendance and/or responsibilities in relation to contract review meetings or progress reporting.

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

## **Location**

## The location of the Services will be carried out at Insert location and address.

# Appendix C – Further Competition Questionnaire

## **introduction**

## Appendix C sets out the questions that will be evaluated as part of this Further Competition.

## The following information has been provided in relation to each question (where applicable):

## Weighting – highlights the relative importance of the question;

## Guidance – sets out information for the Potential Provider to consider when preparing a response; and

## Marking Scheme – details the marks available to evaluators during evaluation.

## **DOCUMENT COMPLETION**

## Potential Providers must provide an answer to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11

## [Please consider how Potential Providers will respond to each question and include that in your guidance, for example “only upload those attachments we have asked for” consider word count limits]

## Potential Providers **must not** alter / amend the document in any way.

## Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or [Appendix B – Specification.] [Please include any other relevant documents that you wish the Potential Provider to attach to there response.]

## **RESPONSE TEMPLATE**

|  |  |  |
| --- | --- | --- |
| **[1]** | **COMPANY INFORMATION** | |
| [1.1] | Please state your full company name |  |

|  |  |  |
| --- | --- | --- |
| **[2]** | **POTENTIAL PROVIDER CONTACT** | |
| [2.1] | Please state the contact’s name |  |
| [2.2] | Please state the contact’s telephone number |  |
| [2.3] | Please state the contact’s e-mail address |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **[3]** | **PASS/FAIL QUESTIONS** | | **Pass/Fail** | |
| **Please Note:** The following question[s] is a [*Pass / Fail]* question, therefore if a Potential Provider cannot or is unwilling to answer ‘Yes’, their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer.  *[Please delete this section if you do not wish to include any pass/fail questions. If this section is deleted you will need to amend the numbering in the subsequent questions below.]* | | | | |
| [3.1] | [Insert any pass/fail questions relevant to your requirement]. | Yes | | No |

|  |  |  |  |
| --- | --- | --- | --- |
| **[4]** | **Quality Question – this template can be used for as many quality questions you require** | | **Weighting [insert weighting]%** |
| **Guidance:** | | | |
| [Please insert guidance to the question that will help Potential Providers understand exactly what is being requested.] | | | |
| **Question:** | | | |
| [Please insert your question] | | | |
| **Maximum [xx] words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
|  | | [Insert marking criteria] | |
|  | | [Insert marking criteria] | |
|  | | [Insert marking criteria] | |
|  | | [Insert marking criteria] | |

|  |  |  |  |
| --- | --- | --- | --- |
| **[5]** | **PRICE** | **Weighting [insert weighting]%** | |
| **Guidance:** | | | |
| [Please insert guidance to the question that will help Potential Providers understand exactly what they are pricing for, (i.e. is it a fixed price for a set piece of work, an hourly rate, a day rate, etc)]  All prices shall be in GBP and exclusive of VAT. | | | |
| **Question:** | | | |
| [Please insert your question] | | | £ |
| **Marking Scheme:** | | | |
| The maximum mark available for Price will be [insert weighting]. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.  The calculation that will be used to determine marks is as follows:  Score = Lowest Tender Price     x  [X] (maximum mark available)  Tender Price  [Customers should note that this is only one example of how price can be marked. Customers should determine the most appropriate pricing marking scheme based on their specific requirement. If using this pricing mechanism.] | | | |