

# Specification and Further Competition Guide

This document is intended to help customers who are preparing to run a further competition under a Crown Commercial Service (CCS) framework agreement. The first step in a successful call off agreement is to establish exactly what service you require from a supplier, and to communicate that requirement clearly in the form of a specification, or statement of requirement.

We have also provided a bid writing guide to assist you when sending tender documents to suppliers.

## What is a specification?

A specification is a statement of the requirements to be satisfied by the supply of a service, and sits at the heart of the contract between the customer and the supplier.

## Purpose of a Specification

- A communication which describes the characteristics of the goods and services to be purchased, which the supplier is expected to supply
- It is a contractual tool and an integral part of the Call off Agreement / Contract
- It will become legally binding
- It will be binding on both parties
- Informs Potential Providers about the services that will be required and enables them to propose a solution to satisfy the requirement
- Facilitates on going contract management
- Can be referred to in the case of any disputes between customers and suppliers

## Getting started

Avoid the temptation to simply copy an existing specification. Establish what went well with the existing arrangements, and what didn't go well. Think about any new requirements such as rate caps, or any new innovations which may need to be considered.

Establish high level requirements, e.g. what do you want to achieve from the suppliers services, and, how will you know that the requirement has been satisfied?

Think about recording risks and issues that are identified during the process and establish how those risks will be mitigated during the call-off.

## Key points to remember

- A specification represents an up-front investment in time which may save money over the longer term
- Judgement and common sense are required

- If it is not specified – it probably won't be provided
- If it is not specified now – it may not even be possible to request it at a later date (depending on the scope of the call off )

### **Drafting tips**

- Use plain English in short sentences. Think about your evaluation criteria and link your specification to it.
- Arrange the content in a logical format
- Consider the main headings
- Consider sub-headings
- Defined Terms (Glossary)
- When in doubt – explain

### **Subject Matter to consider:**

There may be considerations that are important to your organisation, that require further detail than the framework agreement provides, or, there may be an area which is particularly important to you such as innovation.

Consider assurance of supply, quality, service, and continuous improvement / innovation. Complaints handling, how will you resolve complaints and issues. Think about Management information, what are the critical elements of the service; how will you ensure you are receiving the service you need and who will monitor that?

You will need to be as objective as possible, define standards, expectations and deliverables, set measurement criteria and be specific.

### **Contract Management**

What are the critical elements of the service; how will you ensure you are receiving the service you need and who will monitor that?

**e.g.**

- *The Contractor shall nominate a dedicated contract manager who will take overall responsibility for delivery under the contract.*
- *The Contractor shall attend quarterly meetings to review the performance of the contract.*

## **Service Levels and Key Performance Indicators**

What needs measuring; where have you had performance issues before; how can you use the reporting data to monitor critical areas of the service and spot problems early?

e.g.

- *The Authority shall agree Key Performance Indicators with the successful Offeror prior to commencement of contract.*
- *Further Key Performance Indicators may be developed during the term of the Contract.*

## **Bidding Process**

This section, is to be used to assist you with the compilation of further competition documentation. It is intended to provide instructions to potential suppliers taking part in the process. A clearly written tender document will mitigate the need for bidders clarification questions saving time and resource.

### **Submitting a tender**

*How will suppliers be required to submit their bids? Will it be via CCS' Emptoris system or your organisation's own e-sourcing suite? How long must the bid remain capable of acceptance?*

Some example wording is included below:

e.g.

- *Tenders should be submitted electronically via the CCS eSourcing facility by the deadline detailed within the portal.*
- *Suppliers are advised to allow adequate time for uploading documents and to dispatch the electronic response well in advance of the closing time to avoid any last minute problems.*
- *A Tender must remain valid and capable of acceptance by the Authority for a period of 90 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.*

### **Questions and Clarifications**

*What is the process for submitting questions and clarifications? How will you ensure that the questions are answered in a timely manner and all answers are available to all bidders?*

e.g.

- *Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.*
- *Any questions associated with this tender exercise should be addressed via the CCS eSourcing portal.*

- *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.*
- *At times the Authority may issue communications to the email address for the tender contact provided in the supplier's submission. Therefore, please ensure that this mailbox is reviewed on a regular basis.*

### **Evaluation criteria and scoring guidance**

*On which areas will suppliers be assessed? How will marks be awarded?*

Please note that evaluation criteria may vary by framework, and you need to apply those used in the original framework tender exercise. The examples below are sourced from a SoR for services via the RM6002 Permanent Recruitment framework.

#### **Evaluation Criteria**

**An example might be -.**

- *The Trust will use the following criteria to identify the successful supplier:*

<b>Criteria</b>	<b>Weighting</b>
Evidence of supporting an account of similar size and scope	30%
Ability to Provide a Localised Service	15%
Back Office Systems and Management Information	15%
Implementation Plan/ Transfer of staff	10%
Cost	30%
<b>Total</b>	<b>100%</b>

#### **Scoring System – Non Price elements**

**e.g.**

- *Each element will be scored using the following criteria:*

<b>Assessment</b>	<b>Score</b>	<b>Interpretation</b>
Excellent	5	Exceeds the requirement. Exceptional demonstration by the Bidder of the relevant ability, experience, skills, resource and quality measures required to provide the service. Response identifies factors that will offer potential added value, with

		evidence to support the response
Good	4	Satisfies the requirement with minor additional benefits. Above average demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service. Response identifies factors that will offer potential added value, with evidence to support the response
Acceptable	3	Satisfies the requirement. Demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service, with evidence to support the response
Minor Reservations	2	Satisfies the requirement with minor reservations of the Bidders relevant ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response
Serious Reservations	1	Satisfies the requirement with major reservations of the Bidders relevant ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response
Unacceptable	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response

### **Scoring System – Price Elements**

e.g.

- *The following formula will be used to calculate the price score:*

$$\text{Score for each element} = \text{Weighting} \times \frac{\text{Lowest Tendered Price}}{\text{Tendered Price}}$$

### **AWARD DECISION**

*How will the final decision be reached? What happens if there is a tie on total marks between suppliers?*

e.g.

- *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 'Non Price' elements will be deemed the winner and awarded the Contract.*

#### **FURTHER COMPETITION TIMETABLE**

*How long will each stage of the further competition take? How will suppliers be notified about any changes to the timetable?*

**e.g.**

- *The timetable for this Further Competition is set out in the table below.*
- *This timetable may be changed by the Authority at any time. The Potential Provider will be informed if changes to this timetable are necessary.*
- *All Tenders must be received by the Authority before the Tender Submission Deadline.*
- *Tenders received on or 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.*

<b>DATE</b>	<b>Time</b>	<b>ACTIVITY</b>
18 <sup>th</sup> December 2015	-	Publication of the Further Competition Invitation
18 <sup>th</sup> December 2015	-	Clarification period starts
8 <sup>th</sup> January 2015	17:00	Clarification period closes (" <b>Tender Clarifications Deadline</b> ")
13 <sup>th</sup> January 2015	12:00 (Noon)	Deadline for submission of a Tender to the Authority Contract (" <b>Tender Submission Deadline</b> ")
18 <sup>th</sup> January 2016	17:00	Shortlisting Confirmed
25 <sup>th</sup> January 2016	TBA	Supplier Presentations
27 <sup>th</sup> January 2016	-	Decision Finalised
28 <sup>th</sup> January 2015	17:00	Standstill Letters Issued
8 <sup>th</sup> February 2016	Midnight	Standstill Closes
9 <sup>th</sup> February 2016	-	Contract Award
1 <sup>st</sup> April 2016	-	Contract Fully Operational

## **Terms of the Further Competition**

*This section, again for a further competition, sets out the conduct expected of each of the parties involved in the procurement exercise. Below are just some areas that you may wish to cover.*

### **INTRODUCTION**

**e.g.**

- *These 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**

**e.g.**

- *The Potential Provider agrees to abide by these Terms of the Further Competition 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 during the Further Competition exercise and canvassing**

- *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] 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 any information relating to the Tender (or another Tender to which it is party) with any other person; or*
  - *offer or agree to pay or give or does pay or 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 \_\_\_\_ above, 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**

**e.g.**

- *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**

**e.g.**

- *The Authority reserves the right:*
  - *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; and*
  - *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.*

The above examples are intended as a guide. If you require any further help or support on a particular further competition or direct award, or, if you would like to discuss any of our workforce solutions please contact a member of the Workforce team [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk)