

**TENDER PARTICULARS FOR THE
PROVISION OF
PUBLIC HEALTH DPS**

REFERENCE NUMBER 1083

Introduction & Contents

This document contains all of the “Tender Particulars” for this procurement and whilst you will find some of this information repeated throughout the Tender process, please note that this document is simply intended as an easy reference summary for all Tenderers. If you find any discrepancies between this document and elsewhere in this Tender, please contact us for further clarification.

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Section 1 – Background

1. YPO and Introduction

- 1.1. YPO is one of the largest public sector purchasing consortiums in the UK, purchasing on behalf of many other public sector organisations named and/or described in the following link: <http://www.ypo.co.uk/customers/ojeu-permissible-users.aspx>.
- 1.2. YPO provides a professional procurement service that allows our public sector customers to enjoy cost and efficiency savings through our substantial bulk buying power and the convenience of our ‘one stop shop’. Based in Wakefield, in close proximity to the M1 and M62 motorways, YPO is a large employer in the city operating across two sites.
- 1.3. YPO is governed by a joint committee of local authorities. A full list of member and associate member authorities can be found at <https://www.ypo.co.uk/about/governance/structure> however as a central purchasing body, as defined by the EU combined Procurement Directive, YPO tender opportunities are open to any public sector organisation within the UK.
- 1.4. YPO operates nationally supplying Schools, Colleges and Universities, in addition to all major Local Government departments including Social Services, Catering, Transport, Highways, Building Services, Admin and Waste Management as well as Emergency Service Authorities.
- 1.5. YPO are looking for Providers to be appointed onto a Dynamic Purchasing System (“DPS”) for the provision of Public Health Services. The DPS is designed to meet the needs of all public sector organisations.
- 1.6. This DPS will be open to new Providers throughout the period of the contract, provided those Providers meet the selection criteria
- 1.7. The DPS will cover the period from 5th October 2021 to 4th October 2027 with no options to extend. The maximum contract period will therefore be 6 years, from 5th October 2021 to 4th October 2027 (subject to an annual review, incorporating price negotiations and KPI performance).
- 1.8. The DPS has an estimated value of between £10 million to £600 million for the maximum life of the solution (6 years). All references in these documents to values

and/or volumes of business are for guidance only and there is no guarantee of any business.

- 1.9. The DPS estimated value, net of VAT, is based on the probable sum payable to the Provider(s) over the term of the DPS including all the further-competitions envisaged based on available information at this time.
- 1.10. Whilst YPO own the Public Health DPS some aspects will be managed by adam HTT. YPO shall actively manage the overall performance of the DPS by holding contract review meetings, managing KPI's and analysing management information. adam HTT will support some of activity by providing information from their platform. adam HTT will also ensure due diligence is carried out on providers / suppliers, including annual checks on insurance etc. and make payments to providers / suppliers. YPO will undertake financial checks during the on boarding stage.

2. Other Contracting Authorities (OCAs)

- 2.1. Whilst initially for use by Local Authorities (served by YPO as a Central Purchasing Body defined by Section 2, and detailed in Regulation 37 of the Public Contract Regulations 2015), the DPS will be open to the entire public sector and other public bodies that wish to use it. Any OCA described below may utilise the resulting DPS from the commencement date.
- 2.2. See the following link for details:
<https://www.ypo.co.uk/about/customers/ojeu-permissible-users>
- 2.3. Tenderers should note that the aforementioned OCAs, YPO Member and Associate Member Authorities are under no obligation to use the DPS and may decide not to do so. The DPS is non-exclusive; OCA's, YPO Member and Associate Member Authorities give no undertaking that they will purchase the whole or any of their requirements through this DPS and Tenderers are under no obligation to submit bids for further competitions.

3. Use of Electronic Tendering Tool

- 3.1. YPO is using an electronic Tendering tool which is hosted by an external organisation called adam HTT to manage all procurements and communication with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and no hard copy Tender Responses will be received by YPO. All communications with YPO including the submission of Tender Responses will be conducted via –

<https://adamprocure.co.uk/>

4. Stakeholder Considerations

The specification and scope for this DPS has been achieved through engagement with a number of potential customers and providers.

5. Marketing and Promotion

- 5.1. YPO will market this DPS through a variety of communication channels, including PR, literature, direct marketing, e-marketing, catalogues and websites. YPO also has established its own website and it is intended that details of the DPS will be advertised on this site. Adam HTT will also be undertaking promotion of the DPS.

Section 2 – Overview of the Procurement Process

1. Introduction

- 1.1. YPO is managing this procurement process in accordance with the Public Contracts Regulations 2015 (PCR).
- 1.2. This DPS shall be deemed to cover any service that can be supplied by the successful Tenderer(s) over the life of the DPS within the scope of Public Health services. This includes services, products and supplies.
- 1.3. YPO reserves the right to not conclude any establishment agreement or further competitions as a result of this procurement exercise.

2. Procedure

- 2.1. Providers updating process will be as follows: YPO will re-open the procurement process for providers to apply to join the DPS..
- 2.2. There is no limit to the number of providers that may join the DPS.
- 2.3. To confirm the evaluation of new submissions after this initial stage will be conducted after the following dates and within 10 day time period:
- 2.4. YPO reserve the right to amend the dates where such amendment will not unfairly disadvantage a tenderer from competing on a further competition.

3. Categories

- 3.1. The services covered by this procurement exercise has 10 Categories

CATEGORY	DESCRIPTION	METHOD OF CALL OFF CONTRACTS
1	Health Checks	Further competition
2	Weight Management (Adults and Children)	Further competition
3	Smoking Related / Tobacco Control	Further competition
4	Sexual Health services (including GP, pharmacy, integrated services)	Further competition

5	Drug and alcohol related services - Adults and Young people	Further competition
6	Wellbeing / Lifestyle Services (including integrated services, adults and children, families)	Further competition
7	Other associated Public Health services (for example, but not limited to, suicide prevention training, community wellbeing)	Further competition
8	Immunisation	Further competition
9	Vaccination	Further competition
10	Public Health Nursing 0 to 19 (or up to 25)	Further competition

4. Timescales

- 4.1. Table 4.2 below is the proposed procurement timetable for this Tender. The timetable is intended as a guide and whilst YPO does not intend to depart from the timetable, YPO reserves the right to do so at any stage without notice.
- 4.2. Proposed Timetable

DATE	STAGE
6 th August 2021	DPS Advertised
23 rd August 2021	Deadline for clarifications
30 th August 2021	Deadline for YPO responses to clarifications
6 th September 2021 at 12:00	Closing date and time for Tender Responses to the DPS
22 nd September 2021	Notification of proposed appointment(s) to the DPS

4 th October 2021	Expiry of voluntary standstill period required under Regulation 87 of the Public Contracts Regulations 2015
5 th October 2021	DPS Start Date

N.B. The above timetable is only applicable to the initial establishment/first round of the DPS. Following the initial establishment, the DPS will remain open for any Providers to submit a bid at any point until the closing date of the DPS.

5. Selection, Mandatory and Award Criteria

5.1. Potential Providers are invited to complete the Standard Selection Questionnaire (SQ), Mandatory Technical and Commercial requirements and to submit their Tenders via the electronic tendering system:

<https://adamprocure.co.uk/>

5.2. Under the public procurement rules, Contracting Authorities may require Tenderers to satisfy minimum levels of economic and financial standing and/or technical or professional ability. These matters are commonly described as “Selection Criteria”. The Selection Criteria and Mandatory Requirements for this DPS are detailed within the online questions which Tenderers must pass in order to qualify for consideration in this Tender process. This section is scored as Pass/Fail with all successful Tenderers proceeding through to the next stage of the evaluation process. Any unsuccessful Tenderers that fail this section will be disqualified from the process and their Tender will not be evaluated further.

5.3 The Award Criteria for this DPS will be evaluated by the Contracting Authority at further competition.

6. DPS Establishment Evaluation Process

6.1. Introduction –

The evaluation process will be conducted to ensure that Tenders are evaluated fairly. Account will also be taken of any factors which may impact on the Tenderers suitability to fulfil this DPS.

6.2. Evaluation Process –

The evaluation process will be as follows:

6.2.1. Stage 1 – Receipt and Opening

Initial responses will have the seal formally removed and be verified on YPO's e-tendering system after the deadline for submission has passed in accordance with YPO's procurement procedures. Note should be taken of (Section 6 - Instructions to Tenderers) paragraph 15.

6.2.2. Stage 2 – Selection Criteria

YPO's Procurement team will then check the information requested/submitted to ensure potential Providers have the capacity, capability and financial capacity to be able to provide the services in the manner required. This may include the taking up of written references detailed within the Selection Criteria. Tenderers will be expected to pass all elements of the Selection Criteria in order to proceed to the next phase of evaluation. If Tenderers do not pass all elements of the Selection Criteria, their bid will be disqualified from the process and will not be evaluated further.

6.2.3. Stage 3 – Evaluation of Mandatory Technical and Commercial Requirements

Tenderers will be expected to pass all elements of the Mandatory Criteria in order to proceed to the next phase of evaluation. If Tenderers do not pass all elements of the Mandatory Criteria, their bid will be disqualified from the process and will not be evaluated further.

6.2.4. Stage 4 – Admission to the DPS

All Tenderers who have passed the previous stages will be accepted onto the DPS. Any Tenderers who do not pass either of the previous stages will not be accepted onto the DPS and will be informed of the reason(s) for their rejection. Tenderers who are not admitted to the DPS will have the chance to re-apply at any point during the duration of the DPS.

6.2.5. Stage 5 – Annual Review of Providers

YPO will undertake annual reviews on all Providers on the DPS to ensure they continue to meet the required minimum standards stated in the Tender documents and questions. Any Provider who no longer meets the minimum requirements will be removed from the DPS. Providers that are removed from the DPS are able to re-apply for acceptance at a later stage, if they can demonstrate they can again meet the minimum standards.

7. Admission to the DPS

- 7.1. **Tenderers will be accepted onto the DPS who pass both the Selection and Mandatory criteria stated within the online questions.**
- 7.2. YPO will notify the successful Tenderer(s) of the intention to accept them onto the DPS via the adam HTT portal.
- 7.3. At the same time, all unsuccessful Tenderers will be provided with an “unsuccessful letter” in writing, notifying them of the outcome of the evaluation exercise. This will include the reasons for rejection and areas for improvement.
- 7.4. Please note that YPO will not ‘rank’ Providers who are accepted onto the DPS. Any ranking will take place during the subsequent Further-competition stage, if relevant.

8. Proposed Draft Establishment Agreement

- 8.1 YPO shall actively manage the resulting DPS, key activities including contract review meetings, KPI management and analysis of management information provided.
- 8.2 The overarching DPS will be between YPO and successful Providers(s). YPO will own the DPS and will be responsible for the strategic management of the Providers(s), the collection of Management Information relating to the DPS’s usage and for all matters relating to the overall performance of the Providers(s).
- 8.3 In the event that YPO wishes to enter into a DPS Establishment Agreement with any Providers(s) the DPS Establishment Agreement terms will include the information submitted in the Providers Tender Response. The information required to augment the Establishment Agreement will largely be drawn from the specification and any successful Providers response to the Mandatory Requirements. In drafting Responses to the Mandatory Requirements, Tenderers must be mindful of this, and should ensure that their responses are drafted in clear and concise terms which will provide a basis for translation into firm contractual commitments.
- 8.4 **YPO will consider proposed amendments strictly on their merits and within the limits imposed by the Regulations. YPO shall only consider amendments to the Establishment Agreement during the Clarification stage of the Tender process prior to initial award. Any amendments received after this date will not be considered. Where a Tenderer wishes to suggest an amendment, they should provide the clause reference, the part of the clause that they would like to amend and provide suggested wording. YPO shall respond during the**

clarification question stage as to whether or not the suggested amendment is acceptable.

- 8.5 Where YPO makes changes to the Establishment Agreement as a result of the proposals received, it will circulate the amended Establishment Agreement to all Tenderers.
- 8.6 Following the establishment/first round of the DPS, YPO will not accept any proposed amendments to the Establishment Agreement.

9 Execution of the DPS Establishment Agreement

- 9.1 The terms of the DPS will be agreed between YPO and the successful Tenderer(s).
- 9.2 The successful Tenderer must sign and return the DPS Establishment Agreement before they will be invited to take part in any further competition. YPO will not be liable for any further competition opportunities a Tenderer is unable to compete for if it does not sign the terms prior to commencement of the further competition.
- 9.3 The end customer will place orders directly with the successful Providers following a further competition on a “contract” basis. Invoices and payments are dealt with directly between the end customer and the Providers.

10 Further Competition/Call-off Order Process

- 10.1 For any Contracting Authority (CA) wishing to use this multi Providers DPS, it is expected that the following process will be applied:
- 10.1.1 Prior to any CA conducting any Further Competitions under this DPS they will complete and submit an access agreement to YPO notifying them that the DPS meets their requirements and that they intend to call-off the DPS.
- 10.1.2 The relevant CA will then run a further competition. This will involve inviting all successful Providers to submit “sealed bids” via the adam HTT e-tendering site. The Award Criteria for such Further Competitions are specified in the table below. The Further Competition may include requirements such as:
- delivery timescales;
 - particular invoicing arrangements and payment profiles;
 - pricing

10.1.3 The Providers submitting the most economically advantageous “sealed bid” in accordance with the criteria set out below will be awarded the Call-off Contract.

10.1.4 In accordance with The Public Contract Regulations 2015 the Contracting Authority may choose to implement, amend or provide alternative terms and conditions to those contained within Schedule 9 of the Establishment Agreement. Any such amendments or alternative terms and conditions will be contained within the further competition documents and/or Call-off order.

11 Further Competition Evaluation Process

11.1 Once the DPS is established, Contracting Authorities wanting to procure services will run a mini-Tender, known as a Further Competition under this contract. The Further Competition is, in effect, a mini-tender process where the questions and specification are specific to that Contracting Authority’s individual requirements. This process may include the requirement for evidence of insurances held and guarantees for delivery. Once the Contracting Authority has evaluated all submissions against the Further Competition and has selected a Providers based on the most economically advantageous Tender, they will enter into a contract known as a Call-off Agreement.

There are 7 steps in order for Contracting Authorities to award a Call-off contract from the DPS:

1. An Invitation to Tender for the Contracting Authority’s specific requirements will be issued to all Providers appointed onto the DPS. This will set out the Contracting Authority’s requirements, to include for example: specification of products and services, anticipated volumes where relevant, delivery addresses and all other requirements. The Invitation to Tender will also include all relevant award criteria questions, as determined by the Contracting Authority within the parameters set out below:

CRITERION	PERCENTAGE WEIGHTINGS
Quality	60% (ability to flex 10% either way)
Price	30% (ability to flex 10% either way)
Social Value	10% (ability to flex 10% either way)

YPO envisages that the Quality and Social Value award criteria may be made up of (but not limited to) the questions under the areas listed below:

1. Quality of Service
 2. Providers Standards and Certification
 3. Social Value
 4. Sustainability
 5. Corporate Social Responsibility
 6. Customer Service & Account Management
 7. Delivery
 8. Lead Times
 9. Innovation and Added Value
2. The Contracting Authority will set the terms of the Invitation to Tender; however, Providers will be given a minimum of 10 days to submit their bid, unless a different timescale has been agreed for urgent requirements. Any site visits necessary will be co-ordinated by the Contracting Authority and must take place at the appointed date and time only. Providers must not make unsolicited visits to the site(s) referenced in the Invitation to Tender.
 3. Tenderers should fully explain their answers and provide analytical information backed up by statistical data with reference to the question specifics. Tenderers should aim to give the evaluator confidence that they can deliver the proposed offer with features and benefits to the Contracting Authority. Unsubstantiated claims will not be given high marks. Under no circumstances include any marketing information, materials and/or handbooks with your bid unless specifically requested to do so.
 4. All submissions received within the deadline will be evaluated in accordance with the criteria set in the Invitation to Tender documentation.
 5. Once the evaluation is complete, all Providers will be notified of the award decision and where appropriate will be provided with feedback relating to their submission.
 6. Contracting Authorities will be advised to implement a voluntary standstill period of 10 days; please note however that although this is considered best practice, Contracting Authorities are not bound to implement any standstill period.

7. A Contract Award notice and Contracts Finder Award Notice will be completed by the Contracting Authority.

Please note that the Contracting Authority may choose to create a lot structure that reflects their service requirements and award the contract to one or more Providers(s) following a Further Competition. Where a Contracting Authority may consider more than one Providers to deliver a service, this will be outlined in the Further Competition documentation.

For Providers who submit tenders in the Further Competition, the competition will be run using the adam HTT online e-tendering system and the Contract Authority should ensure that all Providers on the relevant Category are invited to bid for the Further Competition opportunity.

YPO will always encourage Contracting Authorities to provide feedback to unsuccessful Tenderers in order to enable you, as a Providers, to benefit from the experience of Tendering and improve future submissions.

Section 3 – Specification

Background / Context

YPO has developed this DPS to enable the public sector including wider Health services to purchase a broad range range of services, products and consumables. The Public Health agenda is shaped and commissioned in a variety of approaches by the Public Sector and the high level categories allow for Specifications to be developed according to local requirements

Category 1 Health Checks

The NHS Health Check is a health check-up for adults in England aged 40 to 74. It is designed to spot early signs of stroke, kidney disease, heart disease, type 2 diabetes, or dementia. Source NHS website

Each commissioner will define their requirements and the service may comprise of a range of activities, including, but not limited to.

- inviting individuals to attend a Health Check
- opportunistic targeting of individuals for a Health Check
- provision of the Health Check in a range of appropriate settings
- associated consumables and equipment

The provider will deliver a service in accordance with the call off specification defined by the customer.

Category 2 Weight Management (Adults or Children)

To provide weight management services that may be form part of a wider local programme or integrated service. Providers will often only be able to offer services that are of a specific theme, such as exercise, walking groups or digital platform support. This includes associated consumables and equipment.

Commissioners are likely to refer to guidance from Public Health England, NHS and NICE when specifying their requirements and providers should be familiar with this delivery of services aligned with this.

The provider will deliver a service in accordance with the call off specification defined by the commissioners.

Category 3 Smoking Related / Tobacco Control

To provide smoking related services, such as, but not limited to, smoking cessation, treatment programmes, training, local enhanced services (LES) and advice that may form part of a wider local programme or integrated service. This will include digital platforms and associated equipment / consumables.

Commissioners are likely to refer to guidance from Public Health England, NHS and NICE when specifying their requirements and providers should be familiar with this delivery of services aligned with this.

The provider will deliver a service in accordance with the call off specification defined by the commissioners.

Category 4 Sexual Health services (including GP, pharmacy, integrated services)

To provide sexual health related services, such as, but not limited to, clinical outreach service level 1 and 2, specialist level 3 genito urinary medicine and contraception, condom distribution scheme, psychosexual counselling service, that may form part of a wider local programme or integrated service. This will include digital platforms and associated equipment and consumables.

Commissioners are likely to refer to guidance from Public Health England, NHS and NICE when specifying their requirements and providers should be familiar with this delivery of services aligned with this.

The provider will deliver a service in accordance with the call off specification defined by the commissioners.

Category 5 Drug, Alcohol and Substance Misuse Related Services - Adults and Young people

To provide drug and alcohol related services, such as, but not limited to, harm reduction support and advice, detox, needle exchange, supervised consumption, residential services that may form part of a wider local programme or integrated service. This will include digital platforms and associated equipment and consumables and point of care testing.

Commissioners are likely to refer to guidance from Public Health England, NHS and NICE when specifying their requirements and providers should be familiar with this delivery of services aligned with this.

The provider will deliver a service in accordance with the call off specification defined by the commissioners.

Category 6 Wellbeing / Lifestyle Services (including integrated services, adults and children, families)

To provide wider wellbeing / lifestyle services that encompass some or all of the services covered in other lots. This may include a fully integrated service model. This will include digital platforms and associated equipment and consumables.

Commissioners are likely to refer to guidance from Public Health England, NHS and NICE when specifying their requirements and providers should be familiar with this delivery of services aligned with this.

The provider will deliver a service in accordance with the call off specification defined by the commissioners.

Category 7 Other associated Public Health services (for example, but not limited to, suicide prevention training, community wellbeing, social prescribing, domestic violence, health coaching and community testing, rapid test kits, Covid test kits)

To provide other services linked to Public Health provision.

Commissioners are likely to refer to guidance from Public Health England, NHS and NICE when specifying their requirements and providers should be familiar with this delivery of services aligned with this. This will include digital platforms and associated equipment and consumables.

The provider will deliver a service in accordance with the call off specification defined by the commissioners.

Category 8 Immunisation

To provide a range of immunisation services including, but not limited to influenza and HPV to both adults and children. This will include digital platforms and associated equipment and consumables.

Category 9 Vaccination

To provide a range of vaccination services for adults and children. This will include digital platforms and associated equipment and consumables.

Category 10 Public Health Nursing 0 to 19 (or up to 25)

To provide, but not limited to, Health Visiting Services – delivering the Healthy Child Programme 0-5 and 5 universal mandated health visiting reviews, School Nursing (5-19) Services – delivering the Healthy Child programme 5-19 and National Child Measurement Programme. Specialist Breastfeeding and Parental Adult Mental Health Nursing Services (integrated within the Health Visiting Service)

Section 4 – Additional Tender Information

- 1.1 Please see below additional details in relation to other commercial considerations that are relevant to this Tender opportunity. Acceptance of these elements will be required as part of the Mandatory Technical and Commercial questions.

Rebate Percentage	3% for contract values up to £5m 1.5% for contract values between £5 and £10m 1% for contract values between £10m and £20m 0.5% for contract values above £20m The maximum rebate charge on any contract will be capped at £100K
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***Please note this information is in addition to a specific online question. You do not need to complete any information on this document.**

Section 5 - Frequently Asked Questions

Q. Do I have to apply to the DPS now?

A. No, the DPS will remain open to new Providers throughout the contract lifetime, i.e. for the whole four-year period plus contract extensions if applicable.

Q. If I am not accepted, can I re-apply at a later date?

A. Yes, potential Providers may re-apply at any time; however, it is recommended that feedback is sought so that areas of weakness can be addressed in the second submission.

Q. Can I send in a paper submission?

A. No, all communication under a DPS must be electronic.

Q. How will I know when opportunities become available under this DPS?

A. A notice will be sent to all Providers listed on a Category when a new contract opportunity becomes available. This will be automatically generated from the procurement e-tendering system, so it is recommended that to ensure opportunities are not missed from a result of illness or change in staff, the email address used to register the Providers is checked by more than one person, for example an info@.... email address.

Section 6 – Instructions to Tenderers

1. General

- 1.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact YPO's designated contact point as detailed in paragraph 13, if you have any doubt as to what is required or will have difficulty in providing the information requested.
- 1.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the goods and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the Tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 1.3. All material issued in connection with this DPS shall remain the property of YPO and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to YPO or securely destroyed by the Tenderer (at YPO's option) at the conclusion of the procurement exercise.
- 1.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5. The Tenderer shall not make contact with any other employee, agent or consultant of YPO who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by YPO.
- 1.6. YPO shall not be committed to any course of action as a result of:
 - issuing this DPS or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Tenderer or a Tenderers representatives or agents in respect of this procurement exercise; or
 - any other communication between YPO (whether directly or by its agents or representatives) and any other party.

- 1.7. Tenderers shall accept and acknowledge that by issuing this DPS, YPO shall not be bound to accept any Tender Responses and reserves the right not to conclude a DPS for some or all of the goods/services for which Tenders are invited.
- 1.8. YPO reserves the right to amend, add to or withdraw all, or any part of this DPS at any time during the procurement exercise.

2. Confidentiality

- 2.1. The contents of this DPS are being made available by YPO on condition that:
 - 2.1.1. Tenderers shall at all times treat the contents of the DPS and any related documents (together called the 'Information') as confidential, save insofar as they are already in the public domain;
 - 2.1.2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 2.1.3. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
 - 2.1.4. Tenderers shall not undertake any publicity activity within any section of the media;
 - 2.1.5. Tenderers may disclose, distribute or pass any of the Information to the Tenderers advisers, sub-contractors or to another person provided that either:
 - 2.1.5.1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
 - 2.1.5.2. The Tenderer obtains the prior written consent of YPO in relation to such disclosure, distribution or passing of Information; or
 - 2.1.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any DPS arising from it; or
 - 2.1.5.4. The Tenderer is legally required to make such a disclosure.

- 2.2. YPO and YPO members may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and YPO and YPO members may

make any of the DPS documents available for private inspection by its officers, employees, agents or advisers. YPO and YPO members also reserve the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs **Error! Reference source not found.-Error! Reference source not found.**below).

3. General Data Protection Regulations (GDPR)

- 3.1 YPO take their obligations under the General Data Protection Regulations (GDPR) seriously and to this end if your Tender submission will include any information that can be classed as personal data in accordance with GDPR, we would request that this information is provided in a separate document alongside your Tender and clearly marked as such. YPO will then ensure that this data is held separately from the rest of your Tender submission in a more secure area. Please ensure that any documents falling within this requirement are returned in a pdf document, entitled with the relevant question number they relate to and marked "Data Sensitive" and are sent in a separate pdf attachment to all other documents forming part of your submission.
- 3.2 YPO shall keep this information, on a secure basis, in accordance with document retention timescales stated in our retention policy following expiry of which the information shall be destroyed. The information will be used for the purposes of evaluation, providing details of a Providers's/employees experience. Following contract award should the bidder be successful this will form part of the contractual relationship i.e. reviews, managing and monitoring Providers.
- 3.3 If you no longer wish your data to be held by YPO please contact us at Contracts@ypo.co.uk requesting the destruction of such information quoting the requisite Tender reference.

4. Freedom of Information

- 4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), YPO may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations (EIR) be required to disclose information submitted by the Tenderer to YPO.
- 4.2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

- 4.2.1. Clearly identify such information as commercially sensitive;
 - 4.2.2. Explain the potential implications of disclosure of such information; and
 - 4.2.3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.3. Where a Tenderer identifies information as commercially sensitive, YPO will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, YPO may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, YPO is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, YPO cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.4. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to YPO and the Tenderer should not attempt to answer the request without first consulting with YPO.

5. Tender Validity

- 5.1. Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

6. Preparation of Tender

- 6.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will YPO, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, Providers or advisers in this process.
- 6.2. Tenderers are required to complete and provide all information required by YPO in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead YPO to reject a Tender Response.
- 6.3. YPO relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information

which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

- 6.4. Tenderers should notify YPO promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

7. Submission of Tenders

- 7.1. YPO may at its own absolute discretion extend the closing date and the time for receipt of Tenders.
- 7.2. Any extension granted under paragraph 7.2 will apply to all Tenderers.
- 7.3. The Tender and any documents accompanying it must be in the English language.
- 7.4. Price and any financial data provided must be submitted in or converted into pounds sterling unless otherwise stated. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided, and all documents supplied in English.
- 7.5. **Tenders must be received** via the adam HTT e-procurement system, no hard copies will be accepted. It is advised that Tenderers must allow enough time before the deadline in order to allow their submission to be uploaded on time.

8. Canvassing

- 8.1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of YPO or its members concerning the establishment of the DPS or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

9. Disclaimers

- 9.1. Whilst the information in this ITT, Due Diligence Information and supporting documents, has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 9.2. Neither YPO, nor any relevant OCA's nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- 9.2.1 makes representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- 9.2.2 accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 9.3. Any persons considering making a decision to enter into contractual relationships with YPO, YPO members and/or, as applicable, relevant OCA following receipt of the ITT should make their own investigations and their own independent assessment of YPO, YPO members and/or, as applicable, relevant OCA and its requirements for the goods and should seek their own professional financial and legal advice.
- 9.4. Any DPS Establishment Agreement or Call -off Contract concluded as a result of this ITT shall be governed by English law.

10 Collusive Behaviour

- 10.1. Any Tenderer who:
 - (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
 - (b) communicates to any party other than YPO, YPO members or, as applicable, relevant OCA the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
 - (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
 - (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
 - (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,

shall (without prejudice to any other civil remedies available to YPO and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

11 No Inducement or Incentive

11.1. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the DPS or any other contractual agreement.

12 Acceptance and Admission to the DPS Establishment Agreement

12.1. The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by YPO and YPO confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days or such other time limit that may be notified to the Tenderer of being called upon to do so by YPO execute the DPS Establishment Agreements in such amended form as may subsequently be agreed.

12.2. YPO shall be under no obligation to accept the lowest or any Tender.

13 Contacts/Queries Relating to the Tender

13.1. All requests for clarification about the requirements or the process of this procurement exercise should be raised through YPOs e-procurement system under the discussions tab. Alternatively Tenderers may contact YPO's Contracts Department on 01924 885929 or e-mail contracts@ypo.co.uk if you have any issues accessing YPOs e-procurement system. All communications should be clearly headed with the Tender title, reference and details of the person making the communication.

13.2. In order to ensure equality of treatment of Tenderers, YPO intends to publish the questions and clarifications raised by Tenderers together with YPO's Responses to all participants.

13.3. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if YPO at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and YPO's response, YPO will:

- 13.3.1. invite the Tenderer submitting the query to either declassify the query and allow the query along with YPO's response to be circulated to all Tenderers; or
- 13.3.2. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query
- 13.4. YPO reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.
- 13.5. If there appears to be an error in a submission or supporting information, YPO shall seek clarification and shall at their own discretion permit manifest errors or minor errors to be corrected, otherwise the Tenderer will be invited to confirm to withdraw their bid.

14 Amendments to Tender Documents

- 14.1. At any time prior to the deadline for the receipt of Tenders, YPO may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by YPO to all prospective Tenderers allowing reasonable time for the change to be taken into account. This may require an extension to the Deadline for receipt of Tenders, please refer to section 7.2.

15 Late Tenders

- 15.1. Any Tender received after the date and time stated in Section 2, paragraph 3.2 "Timescales" may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

16 Proposed Amendments to the DPS Establishment Agreement by the Tenderer

- 16.1. As YPO is prevented from undertaking negotiation of the DPS Establishment Agreement. However, proposed amendments by Tenderers and/or YPO to clarify its terms are permitted.
- 16.2. YPO will consider proposed amendments strictly on their merits and within the limits imposed by the Regulations. YPO shall only consider amendments to the DPS Establishment Agreement during the Clarification Question stage of the Tender process. Any Providers raising queries outside of this period or submitting amendments with their Tender submission will be deemed to have failed this

mandatory criteria resulting in them being disqualified and their Tender submission not being evaluated further. Where a Tenderer wishes to suggest an amendment they should provide the clause reference, the part of the clause that they would like to amend and provide suggested wording.

- 16.3. YPO do not bind themselves to accepting any amendments, however, YPO will consider any suggested amendments and will notify Tenderers as to whether or not the suggested amendments are accepted or not. Where YPO makes changes to the DPS Establishment Agreement as a result of the proposals received it will circulate the amended DPS Establishment Agreement to all Tenderers.

17 Modification and Withdrawal

- 17.1. Tenderers may modify their Tender prior to the deadline date and time via the e-tendering system. No Tender may be modified after the deadline date and time for submission of Tenders has passed.
- 17.2. Tenderers may withdraw their Tender at any time prior to the Deadline for submission or any other time prior to accepting the offer of a DPS Establishment Agreement via the e-tendering system.

18 Right to Reject/Disqualify

- 18.1. YPO reserves the right to reject or disqualify a Tenderer where:
- a) the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or
 - b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or
 - c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and/or
 - d) the Tenderer fails to demonstrate their ability to satisfy the selection criteria; and/or
 - e) the Tenderer fails to demonstrate their ability to satisfy the mandatory technical and commercial requirements.

19 Right to Cancel, Clarify or Vary the Process in Whole or in Part

19.1. YPO reserves the right to, without any liability to the Tenderer:

- a) amend the terms and conditions of the Invitation to Tender process;
- b) cancel the evaluation process or any part of the evaluation process, at any stage; and/or
- c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being accepted).

20 Debriefing

20.1. Following the conclusion of the DPS Establishment Agreement, all Tenderers will be afforded the opportunity of a debriefing. Tenderers should notify YPO in writing that they wish to be debriefed. YPO will formally debrief the Tenderer within 15 days of receiving such a request.

Section 7 – Social Value

1. General

- 1.1 Potential Providers should be made aware that Contracting Authorities often have a requirement to consider the application of the Social Value Act (2012) at the Further-competition stage. The Social Value Act (2012) is an Act that requires public authorities to give due consideration to economic, social and environmental well-being in connection with public services contracts. Social value requirements are normally addressed during a call-for-competition.

Section 8 – Management of the DPS

1. DPS Contract Management and Performance

- 1.1 The performance of the DPS shall be managed by both YPO and the Providers and appropriate review meetings will be held. These will be annually and cover areas such as Sustainability, Continuous Improvement, Provider Accreditation/Development System and Rebate Payments.
- 1.2 Management information must be received from the Providers and the exact format will be agreed between the Customer and Providers.
 - 1.2.1 The customer and provider will agree relevant SLA / KPI's as part of the Contract Award and ongoing through the life of the Establishment Agreement..
 - 1.2.2 If any changes to the performance levels are agreed then these shall be documented, signed by both parties and a copy held by both parties
- 1.3 Once an Agreement has been created and the service has commenced, as a provider, you will be required to submit Receipts through *adam* Procure. The Receipts are a record that the Service has been completed, or the good has been delivered, and will be used by a Contracting Authority to pay you. *adam* will act as payment service provider on behalf of the Contracting Authorities. Please refer to the *adam* training user guides for the process on Receipting
- 1.4 A rebate (Transaction Fee) will be applied to all awarded Agreements. This will be applied in accordance with the fees shown below of the total Supply Bill that is submitted as the provider's Offer. The Transaction Fee shall be payable on all individual Agreements and shall be deducted from any payments due to the Provider.
 - 3% for contract values up to £5m
 - 1.5% for contract values between £5m and £10m
 - 1% for contract values between £10m and £20m
 - 0.5% for contract values above £20m

The maximum amount of rebate is capped to £100K for any contract.

Glossary

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings:

TERM	MEANING
“Call-off Contract”	means the document set out in Schedule 9 of the draft DPS Establishment Agreement
“Call-off Order”	means an order to execute the Call-off Contract served by any Contracting Authority on the Providers
“Competed Call-offs”	means the competed call-offs from the DPS the form of a Further Competition.
“Conditions of Tender”	means the terms and conditions set out in this DPS relating to the submission of a Tender
“Contracting Authorities”	means YPO and any other Contracting Authorities described in the FTS Contract Notice
“Due Diligence Information”	means the background and supporting documents and information provided by YPO for the purpose of better informing the Tenderers’ Responses to this Invitation to Tender
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“FTS Contract Notice”	means the advertisement issued in the Find a Tender Service
“Other Contracting Authorities” or “OCA”	means all Contracting Authorities except YPO

“Providers”	means the organisation(s) admitted to the DPS
“Public Buying Organisation”	means a duly constituted public sector organisation which procures goods/services for and on behalf of Contracting Authorities
“Tender”, “Response”, “Tender Response” or “Tendered Response”	means the Tenderers formal offer in Response to this DPS
“Tenderers”	means the organisations being invited to respond to this Invitation to Tender