**Access an Ethical and Sustainable Dynamic Purchasing System to drive Social Value**

Dynamic Purchasing System Requirements

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# **Introduction**

* 1. Bishop Wilkinson Catholic Education Trust (BWCET) are seeking to establish a Dynamic Purchasing System (DPS) for the provision of commonly used goods and services from a wide range of suppliers to create an ethical and sustainable supply chain to drive social value outcomes.
  2. Education Commercial Services (ECS) is the trading name of Bishop Wilkinson Commercial Services Ltd, a wholly owned subsidiary of Bishop Wilkinson Catholic Education Trust (BWCET) who provide specialist procurement services to the education sector.
  3. ECS is delivered by Value Match Services Limited (VMS) who manages all customers, commercial and procurement activity on behalf of ECS and their customer base. Value Match Services also provide managed procurement solutions across the public and private sector.
  4. Any contracts awarded under the DPS Agreement, can be managed by either ECS on the Customer’s behalf or by individual Customers themselves however ECS will continue to provide overall management of all suppliers to ensure the DPS remains effective.
  5. Education Commercial Services (ECS) is focused on providing high quality commercial support to the education sector with a specific focus on supporting the North East region. Our goal is to ensure we use the most effective and compliant route to market for the customer, taking into account their individual objectives whilst identifying savings, social value benefits and supporting the local economy and communities.
  6. Although ECS currently has a focus within the education sector in the North East, the DPS will be available and open to the full Public Sector to access an ethical and sustainable supply chain for commonly used goods and services across all regions within the United Kingdom (UK). Please use the below link to see all eligible Contracting Authorities within the UK who are able to access this DPS.

<https://www.legislation.gov.uk/uksi/2021/872/schedule/1/made#f00008>

# **What is a DPS?**

* 1. A DPS is a public sector sourcing tool for common goods and services under

regulation 34 (Dynamic Purchasing Systems) of the PCR 2015. You can apply to join at any point throughout the duration of the DPS. Its aim is to eliminate

unnecessary activity up front for suppliers, allowing for a more effective procurement process. The DPS must be run as a completely

electronic process therefore the DPS will be managed via the Cimple portal <https://app.cimple.uk/login>

# **Purpose of the DPS**

* 1. The DPS has been designed and set up to have a focus on ethical and sustainable practices across suppliers and their supply chain.
  2. An ethical supply chain operates in a way that delivers the highest level of ethical, responsible and sustainable operations, ensuring all workers are treated equally and fairly and that environmental and social impacts are considered across the full supply chain.
  3. The DPS will admit suppliers who (and including throughout their supply chain) can demonstrate best practice in an appropriate and proportionate manner to their organisation and the goods and or/services they supply, in the following areas:
* Equal opportunities and diverse approach to training, wellbeing and recruitment within the workforce
* No modern slavery within their organisation and supply chain
* Approach to ethical supply, sustainable procurement and quality and governance across their organisation and supply chain
* Environmental factors such as approach to carbon reduction, water consumption, waste management and the circular economy
* Commitment to prompt payment throughout their supply chain
  1. The DPS will create the following benefits across all sectors, locations and suppliers:
* support local SMEs, charities and social enterprises by providing a platform for growth thereby supporting the local economy
* increase the creation of social value within the following themes: Covid-19 Recovery, Tackling Economic Inequality, Fighting Climate Change, Equal Opportunity and Wellbeing
* reduce impact on the environment, whether this be carbon, water, waste reduction and/or circular economy principles
* encourage 10-day payment terms for suppliers and subcontractors to support local businesses
* create supplier awareness and encourage suppliers to embed new working practices in relation to ethical supply, sustainability, community and employee support throughout the supply chain
  1. The DPS will encourage the use of the published Social Value Model in all further competitions to create social value benefits using the following themes:
     + Theme 1: Covid-19 Recovery
     + Theme 2: Tackling Economic Inequality
     + Theme 3: Fighting Climate Change
     + Theme 4: Equal Opportunity
     + Theme 5: Wellbeing

Please follow the link to find out further information on the Social Value Model

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

* 1. Benefits of using the DPS as a procurement route:
* Simple, quick process – accessible to suppliers of all sizes seeking opportunities to provide goods and/ or services to the public sector
* Flexible – new suppliers can apply to join the DPS at any point
* Automated electronic process
* Choice – wide range of goods and/ or services available and access to the full public sector
* Filtering of suppliers – ensures suppliers will receive relevant notifications for opportunities enabling further competitions to be streamlined and targeted to capable suppliers
* Dynamic – customers can create bespoke specifications, competitions, and contracts
* Supports local – suppliers are able to bid locally, regionally or nationally
* Savings – drives saving through the further competition process
* Efficiencies – reduces customer and supplier costs and process cycle time
* Procurement support from ECS from specification development, managing the tender process and contract management support.

# **The Opportunity**

* 1. When applying to the DPS suppliers, are required to indicate which categories they are applying for, in order to be invited to the relevant competitions. Customers will use the categories to shortlist appointed suppliers and invite them to further competition
  2. The three (3) categories compromise of:
     + Service Category
     + Geographical Location
     + Additional Capabilities
  3. Please find the Service Filter Categories including within Appendix 1 – DPSQ for Ethical & Sustainable Supply
  4. The intended contract duration of the Ethical & Sustainable Supply DPS is for **six years (72 months)** from 9th May 2022 to 8th May 2028.
  5. Customers may enter into a contract with you for a period of their determination which will be confirmed in the further competition documentation, which may exceed the duration of the Ethical & Sustainable Supply Chain DPS Agreement, and a customer may elect to extend their Contract initial period.
  6. The flexibility of the contracting period allows the Customer to determine appropriate contracting timelines required in order that the supplier can meet the needs of the customer for large and complex projects.
  7. In the event that the Ethical & Sustainable Supply Chain DPS is terminated, ECS shall give the Supplier no less than three (3) months written notice. Individual projects may continue until the contracted end date with the individual buyer following DPS termination.
  8. There is no guarantee of any specific quantities of work during the period of the DPS and being awarded a place onto the DPS does not guarantee participation and/or award of specific projects following Call for Competition.
  9. The Bid Pack for the DPS contains the following documents:

|  |  |
| --- | --- |
| **Document Name** | **Guidance** |
| DPS – Ethical & Sustainable Supply – Invitation to Apply | For Information Only |
| Appendix 1 – DPSQ Ethical & Sustainable Supply | To completed via the Cimple portal when applying to the DPS |
| Appendix 2 – DPS Appointment Form | For Information Only |
| Appendix 3 – Financial Assessment | For Information Only |
| Appendix 4 – Further Competition Template | For Information Only |
| Appendix 5 – MI Reporting Table | For Information Only |
| Appendix 6 – DPS Core Terms & Conditions | For review and acceptance via the Cimple portal when applying to the DPS |

# **How to participate?**

* 1. We are running this competition using the ‘restricted procedure’. This means anyone can apply to the DPS in response to the Find a Tender Service (FTS) contract notice.
  2. All suppliers will need to register on the Cimple portal (<https://app.cimple.uk/login>) before being able to access and submit a bid for access to the DPS.
  3. The application to the DPS must be completed by the organisation that will be responsible for providing the goods and/or services, if awarded a place on the Ethical & Sustainable Supply DPS.
  4. The application process of the DPS is split into a standard Selection Questionnaire (SQ), Service Filters, DPS Technical Questions and Terms & Conditions.
  5. Please answer all questions within the Selection Questionnaire (SQ) and DPS Technical Questions as accurately as possible.
  6. Please provide any attachments requested within the DPS Technical Questions.
  7. If you are unsure on how to complete any part of your application, you can raise a clarification question through the Cimple portal (<https://app.cimple.uk/login>) or via the ECS Inbox [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
  8. Once your application is complete and submitted, this will be reviewed and validated within 10 working days of submission.
  9. We may seek clarification of any information you provide to validate and verify your responses.
  10. If your organisation does not meet all the required criteria and checks, feedback will be provided and you may resubmit your application to the DPS at any point.
  11. If your organisation successfully meets all the required criteria and checks, then you will be awarded a place on the Ethical & Sustainable Supply DPS and will be required to sign the DPS Appointment Form (Appendix 2)
  12. For support completing your DPS application, please contact [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
  13. DPS Timescales:

|  |  |
| --- | --- |
| **Submission of the FTS Contract Notice** | 9th May 2022 |
| **Start Date – open to Suppliers to submit application to DPS** | 9th May 2022 |
| **DPS Open to Customers to run further competitions** | 8th June 2022 |
| **DPS Closes** | 8th May 2028 |

# **Process of Evaluation and Assessment**

**Selection Questionnaire**

* 1. We may reject your bid or exclude you from the competition at the selection stage for any of the following reasons, if you:
     + Select ‘Yes’ in response to any of the grounds for mandatory and discretionary exclusion and do not provide sufficient evidence of self-cleaning that remedial action has taken place
     + Confirm that the Modern Slavery Act applies to your organisation and do not provide evidence of your compliance with that act
     + Are unable to provide an appropriate and proportionate approach to the ethical and sustainable questions within the DPS technical question set
     + Do not confirm that you have Employer’s (Compulsory) Liability Insurance of £5,000,000 minimum
     + Do not confirm that you have Public Liability Insurance of £2,000,000 minimum
     + Do not confirm that you have Professional Indemnity Insurance of £1,000,000 minimum.
  2. We will tell you via the Cimple portal (<https://app.cimple.uk/login>) if you have failed any of the questions and provide feedback on the areas you have failed.
  3. For support completing your application, please contact [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)

**DPS Technical Questions**

* 1. The DPS technical questions will assess your organisation’s approach and commitment to various ethical and sustainable principles and policies, this assessment and evaluation will be appropriate and proportionate to the size of your organisation.
  2. The criterion for the technical questions is based on a Pass or Fail basis, where there is a question that requires evaluation it will be assessed using the following methodology:
     + **Fail:** no approach outlined, or the response outlined does not demonstrate an appropriate and/or proportionate approach to the subject matter
     + **Pass:** the response outlined demonstrates an appropriate and proportionate approach to the subject matter

**Financial Assessment**

* 1. We will undertake an assessment of your economic and financial standing as part of your accreditation to the DPS. This assessment will be undertaken by Credit Safe.
  2. If you indicate as part of the standard SQ that a financial guarantor will be provided, as you do not initially meet the required credit reference agency score as described in paragraph 6.10 below, we will perform an assessment of the proposed financial guarantor’s economic and financial standing.
  3. If you indicate as part of the SQ that you are the lead contact for a group of economic operators, the economic and financial standing assessment will be performed on the lead contact information provided.
  4. The report provided by the credit reference agency (Credit Safe) will be used to determine the level of financial risk you represent.
  5. If a score provided by the credit agency is 50 or more, then this will be deemed acceptable and your application will continue to proceed in the DPS application process, however ECS reserve the right to carry out further financial checks on potential suppliers accounts.
  6. If any of the following circumstances arise:

1. the score provided by the credit reference agency is less than 50 and/or
2. no standard credit reference agency score is available for your organisation and/or
3. do not have a financial guarantor that can be used
   1. Then we will carry out further financial checks on the potential suppliers account documents to ascertain the current financial position and in the event of any material concerns, potential suppliers may not be considered further and will not be awarded a place on the DPS.
   2. As part of this further financial check, we will ask you for further financial information relating to the most recent two (2) financial years along with a copy of your audited accounts for these years.
   3. A copy of the Financial Assessment Template has been provided within the DPS Bid Pack (Appendix 3) for information only purposes.
   4. Please note, unaudited accounts will be accepted where a potential supplier is not required to maintain audited accounts by law. Please see the following link (<https://www.gov.uk/audit-exemptions-for-private-limited-companies>).

# **Further Competition**

* 1. Only suppliers who have been accepted on to the DPS and meet the service filter categories chosen by the customer will be invited to further competition.
     + Service Category
     + Geographical Location
     + Additional Capabilities
  2. The further competition document (Appendix 4) will include the full and exact requirements and specification of the customer including but not limited to:
     + Specification
     + Delivery Instructions
     + Timescales
     + Evaluation & Award Criteria
     + Key Performance Indicators (KPIs)
  3. Invitation to further competition will be issued via the Cimple portal (<https://app.cimple.uk/login>) if ECS are managing the competition on behalf of the Customer, if the Customer is running the competition themselves this may be via another portal to be confirmed by the customer.
  4. By joining the DPS you agree to the relevant contact information from your organisation (as provided in your DPS application) to be forwarded on to external Customers to enable them to send you any invitation to tender documents.
  5. Buyers may award contracts by inviting all Suppliers to the relevant category filters to bid in accordance with regulation 54, with the minimum timescale for return of tenders being ten (10) days.
  6. You must read and understand the further competition documents before submitting your bid to ensure you are compliant with the competition procedure.
  7. You must not attempt to influence the further competition process, for example, you must not directly or indirectly at any time:
     + Collude with others over the content and submission of bids
     + Canvass any staff, advisors or customer staff in relation to this competition
     + Attempt to obtain information from any of our staff, advisors or customer staff about another bid or bidder
  8. We reserve the right to:
     + Verify information, seek clarification or require evidence or further information in respect of your bid.
     + Exclude you if:
       - You submit a non-compliant bid;
       - Your bid contains false or misleading information;
       - You fail to tell us any change in the contracting arrangements since your appointment onto the DPS
       - For any reason set out in the Public Contract Regulations 2015
     + Terminate the DPS Appointment Form at any time
     + Make any changes to the timetable, structure or content of the further competition

# **DPS Management**

* 1. The successful delivery of the Ethical & Sustainable Supply DPS will depend on the ability of the Supplier and ECS to develop a strategic relationship following award onto the DPS and maintaining this relationship throughout the DPS Contract Period.
  2. To achieve the strategic relationship, there will be a requirement to adopt proactive DPS management activities, which will be supported by Management Information and sharing of information between the Supplier and ECS.
  3. Suppliers who are successfully awarded a place on the DPS agree to a 0.9% management fee charge calculated against the total invoiced value of every awarded contract through the DPS.
  4. ECS are available to provide suppliers support throughout the DPS application process as well as any support required at further competition stage. Please contact [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk) and a member of the team will be in touch.

**Management Information Reporting**

* 1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI reports to ECS which incorporate the data requested as part of the MI Reporting. The MI Reporting Template has been included within the Bid Pack as Appendix 5
  2. MI Reports must be completed and returned to ECS by the fifth working day of every month during the DPS contract period and thereafter until all transactions relating to award contracts under the DPS have permanently ceased.
  3. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
  4. In the MI Report the Supplier should report on the contract data that is one month in arrears. For example, if an invoice is raised for May but the work was actually completed in April, the Supplier must report the invoice in May’s MI Report and not April's.
  5. MI reports should be submitted to [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
  6. Following receipt of the completed MI Report, ECS will review the information and may clarify any information, if any error(s) and/or omission(s) are identified the Supplier must provide corrected MI Report(s) on or before the date of when the next MI Report is due.

**Payment of Management Fee**

* 1. Following receipt of the completed MI Report, BWCET shall invoice the Supplier for the Management Fee payable for the Month to which the MI Report relates to.
  2. The Supplier shall pay BWCET the Management Fee in cleared funds within 15 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

# **General**

* 1. You must keep the contents of the bid pack confidential at DPS stage and further competition stage and you must not publicise the services or award unless you have written consent from both the Customer and ECS.

**Warnings and disclaimers**

* 1. You must carry out your own due diligence and rely on your own enquiries
  2. This bid pack is not a commitment by us to end into a contract

**Intellectual Property Rights**

* 1. The bid pack remains our property. You must use the bid pack only for this competition.
  2. You allow us to copy, amend and reproduce your DPS application so we can:
     + Run any further competitions
     + Comply with law and guidance
     + Carry out our business
  3. Our advisors, subcontractors and other government bodies can use your DPS application for the same purposes.

**Supplier Notifications**

* 1. In the event your organisation would like to be removed from the Ethical & Sustainable Supply DPS please contact ECS via [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
  2. Suppliers should note that if you have been awarded a contract derived from the Ethical & Sustainable Supply DPS your contractual obligations in accordance with the DPS Appointment Forms and Terms & Conditions which form part of the Bid Pack, will remain in place as applicable.

**TUPE Transfer of Undertakings (Protection of Employment):**

* 1. We consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) may apply at Further Competition and that further information will be given by the customer at point of competition.
  2. It is your responsibility to take your own advice and consider whether TUPE is likely to apply in the particular circumstances of the contract and to act accordingly, you are therefore encouraged to carry out your own diligence exercise.

# **Terms & Conditions**

* 1. The Terms & Conditions that apply for the services and/or goods provided under this DPS are set out in Appendix 6.
  2. These Terms and Conditions are non-negotiable and have to be agreed as part of your application to the DPS. This is a pass or fail requirement
  3. Any Special Terms and Conditions that apply will be included at further competition stage where you will have the opportunity to review.