



Delivery Partner Dynamic Purchasing System (DPS)

Invitation to Tender (ITT)

December 2015

NCG DYNAMIC PURCHASING SYSTEM (DPS) SPECIFICATION

COMMERCIAL IN CONFIDENCE



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1. Introduction to the Opportunity

NCG intend to set up a Dynamic Purchasing System (DPS) for the procurement of Delivery Partners to be used by NCG and / or its divisions outlined in Section 2. Further information on Dynamic Purchasing Systems is provided in Section 3 – DPS Introduction. The organisations that are successful in being awarded a place on the DPS will be given a ‘pre-approved’ status and will be invited to submit a bid when NCG have a requirement to subcontract external delivery that falls within the lot(s) in which the applicant organisation has expressed an interest.

Each application to join the DPS will be reviewed by a scoring panel to ensure the minimum criteria for entry onto the DPS is met. The minimum criteria for entry onto the DPS are detailed in Section 4 – Questionnaire Evaluation

Lots

The DPS will be split into the following lots:

Lot	Region	Sector
Lot 1	England	Further Education, including A levels
Lot 2	England	Higher Education, including vocational HE
Lot 3	England	Skills delivery, including work based learning, for large employers and SMEs
Lot 4	England	Employability, including welfare to work and support for the unemployed
Lot 5	England	Youth Engagement
Lot 6	England	Justice
Lot 7	England	Health
Lot 8	England	Defence
Lot 9	Scotland	Further Education, including A levels
Lot 10	Scotland	Higher Education, including vocational HE
Lot 11	Scotland	Skills delivery, including work based learning, for large employers and SMEs
Lot 12	Scotland	Employability, including welfare to work and support for the unemployed
Lot 13	Scotland	Youth Engagement
Lot 14	Scotland	Justice
Lot 15	Scotland	Health
Lot 16	Scotland	Defence
Lot 17	Northern Ireland	Further Education, including A levels
Lot 18	Northern Ireland	Higher Education, including vocational HE
Lot 19	Northern Ireland	Skills delivery, including work based learning, for large employers and SMEs

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Lot 20	Northern Ireland	Employability, including welfare to work and support for the unemployed
Lot 21	Northern Ireland	Youth Engagement
Lot 22	Northern Ireland	Justice
Lot 23	Northern Ireland	Health
Lot 24	Northern Ireland	Defence
Lot 25	Wales	Further Education, including A levels
Lot 26	Wales	Higher Education, including vocational HE
Lot 27	Wales	Skills delivery, including work based learning, for large employers and SMEs
Lot 28	Wales	Employability, including welfare to work and support for the unemployed
Lot 29	Wales	Youth Engagement
Lot 30	Wales	Justice
Lot 31	Wales	Health
Lot 32	Wales	Defence
Lot 33	Non-UK	Further Education, including A levels
Lot 34	Non-UK	Higher Education, including vocational HE
Lot 35	Non-UK	Skills delivery, including work based learning, for large employers and SMEs
Lot 36	Non-UK	Employability, including welfare to work and support for the unemployed
Lot 37	Non-UK	Youth Engagement
Lot 38	Non-UK	Justice
Lot 39	Non-UK	Health
Lot 40	Non-UK	Defence

If there is an opportunity to work with NCG that is not covered by the above list of lots, for example a funding stream which is new to NCG, then the opportunity will be sent out to all organisations on all lots of the DPS in the relevant geographical area(s).

2. NCG Overview

NCG has evolved over several years through a process of merger and acquisition. With a turnover of more than £196million NCG's six divisions form one of the largest educational, training and employability organisations in the UK. We aim to develop people through learning and achievement for the benefit of themselves, society and the economy. Our focus is on meeting national and regional education, skills and employability needs for individuals and the needs of employers in line with Government priorities. We believe that NCG transforms lives through learning, we are a forward looking organisation who is learner and customer focussed aiming to always provide an outstanding service.

We deliver quality education, training, employability and work-based learning solutions to thousands of organisations and learners throughout England, Scotland and Wales. These include Government funded and commercial skills

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training and education, bespoke professional courses, employability services and national training contract management. We continue to develop unrivalled provision and innovative solutions to meet the needs of our customers, people and communities, through fostering outstanding client relationships.

The growth of Newcastle College to become one of the largest further and higher education colleges in the country provided the foundation for the development of NCG. Following a successful merger in December 2007 with West Lancashire College (previously Skelmersdale & Ormskirk College), NCG acquired the assets of Training West Lancashire, a private training provider also based in West Lancashire. This was followed in March 2008 by the acquisition of a large part of the Carter & Carter Group plc, from the Administrators. In 2012 NCG acquired Rathbone Training, a UK-wide voluntary youth sector charity providing opportunities for young people. They are a leading provider of education, training and employability. In September 2013 Newcastle Sixth Form College became the fifth division. The merger with Kidderminster College on 1 August 2014 then became the sixth division of NCG.

The NCG Head Office operations are based in Newcastle upon Tyne. The Group is led by NCG's Chief Executive, Joe Docherty, and his team of Group Directors.

NCG has a Corporation comprising of key individuals from both the public and private sector who are committed to the future of NCG, its financial health and the success of its learners and customers.

Along with the NCG Group Services team, the Group comprises of six Divisions operating from over eighty locations throughout the UK:

Newcastle College is a further and Higher Education College based in Newcastle upon Tyne. It is a significant provider of vocational and academic courses at all levels. The college is led by the Principal and Senior Management Team.

West Lancashire College is a further education college with campuses in Skelmersdale and Ormskirk. The college is led by the Principal and Senior Management Team.

The Intraining Group Ltd is a wholly owned subsidiary of NCG with its head office in Sheffield. It delivers a wide range of skills and employability programmes throughout the UK and is led by the Managing Director and Senior Management Team.

Rathbone Training is a charity limited by guarantee with its central office in Manchester. It supports 14-24 year olds previously not in education, employment and training and is led by the Managing Director and Senior Management Team.

During 2015, The Intraining Group Ltd and Rathbone Training have merged their central functions. There is no intention to merge the two organisations.

Newcastle Sixth Form College operates from a £25 million state-of-the-art centre opened in 2013 and meets the needs of more than 1,500 A level Students.

Kidderminster College is a further education college with a campus in the centre of Kidderminster. The college is led by the Principal and Senior Team.

As the Group diversifies, the organisations within the Group are likely to change. This DPS shall apply for all organisations within the Group at the time of any opportunity being released who must comply with the Public Contracts Regulations 2015.

3. DPS Introduction

3.1 General

Thank you for your interest in joining the NCG Delivery Partner DPS. The first stage of the process is to complete and submit an application to join the DPS via ProContract. This involves completion of the DPS Questionnaire and submitting any requested supporting documentation. The purpose of this application process is to assist NCG, the Contracting Authority, in assessing your organisation against the minimum criteria for access to the Delivery Partner DPS.

3.2 What is a DPS?

A Dynamic Purchasing System (DPS) is a recognised procurement method within the UK Public Contract Regulations 2015. It is an electronic system which a contracting authority, for example NCG, can use to procure commonly used goods, works or services.

A DPS is open to any organisation to join as long as they satisfy the minimum criteria specified by the contracting authority. An organisation can apply to be placed on a DPS at any time, and can update their submission at any time whilst they sit on the DPS if there are any changes in circumstances. If an organisation is unsuccessful in their first submission to be placed on the DPS, they can submit again at any time.

Feedback will be provided to unsuccessful organisations explaining why they did not meet the minimum criteria. If an organisation who is placed on the DPS as a pre-approved partner does not keep their information up to date or falls below the minimum criteria they may be removed from the DPS. They can still re-apply to be placed back on the DPS at any time.



The use of a DPS for the procurement of Delivery Partners will help NCG to respond quickly to requirements by having a list of pre-approved partners for delivery. It will help organisations by ensuring that they are sent details of all opportunities to partner with NCG.

If an organisation is placed on the DPS they will receive details of all opportunities to partner with NCG against the lots for which they have expressed interest. They can then bid for any of these opportunities. The bids will be assessed using the scoring criteria provided in the specification for the opportunity. Unsuccessful bidders will be provided with feedback to help them in future bids – a pre-approved partner will still remain on the DPS if they are unsuccessful in a bid.

The full process is detailed in the document 'How to become a pre-approved partner of NCG' which is also available for download from the ProContract Supplier Portal.

3.3 DPS Details

It is anticipated that the DPS will be in place for an initial period of 18 months with the option to extend for a further four 12 month periods depending on the future requirements of NCG. The initial period will be from Friday 18th December 2015 until Friday 16th June 2017. The maximum end date of the DPS will be Friday 18th June 2021.

Once the DPS is in place, when NCG have a requirement for delivery partners, there will be two options for award – Direct Award and Further Competition.

Direct Award

A direct award can be made if:

- there is only one organisation in the lot which covers the requirement; or
- there is only one organisation on the lot who can meet the specific requirements of the opportunity.

Mini Competition

A Mini Competition will be carried out when there is more than one organisation in the lot which covers the requirement. Mini Competition responses will be evaluated by a scoring panel who will determine which bids offer the best combination of quality and acceptable level of risk. The exact scoring mechanism to be used will be detailed in each Mini Competition Specification as this may differ from opportunity to opportunity.

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NCG will always give a reasonable amount of time for the return of a mini competition response, which in most cases will be a minimum of 10 days. However there may be occasions where NCG needs to react quickly to bids for new or additional funding, or for urgent replacements in the current supply chain. In these circumstances the minimum response time may be reduced to 2 working days. When this is the case, the mini competition response form and the level of detail of the required response will be appropriate to the length of time allowed for responses. By joining the Delivery Partner DPS organisations are agreeing to this reduced time limit for mini competition responses.

The organisations which are successful in a Direct Award or Mini Competition will then be assessed further as part of the Specialist Review process to ensure they meet the requirements of the subcontract being offered, and the requirements of NCG. Once this process has been completed, contracts can be negotiated and agreed.

The subcontracts awarded under the DPS will vary in value and type. The DPS will be used to award contracts for subcontracted delivery only. Acceptance onto the DPS does not guarantee that an organisation will be awarded any contracts. The organisation must first be successful in a Direct Award or Mini Competition opportunity, and must pass Specialist Review.

The proposed programme for the procurement exercise is set out below. This is intended as a guide and, whilst NCG does not intend to depart from the programme, it reserves the right to do so at any stage.

OJEU Contract Notice sent for publication & ITT made available	18 December 2015
Deadline for submission of DPS Applications	Ongoing – applications can be submitted at any time
First mini competition to be launched on DPS	When there is a requirement, but no earlier than Monday 1st February 2016

3.4 ProContract Supplier Portal

ProContract is the electronic system that will be used to manage the Delivery Partner DPS.

The ProContract Supplier Portal address is <https://procontract.due-north.com>.

If you have never registered on ProContract before you will first need to register for an account which is free of charge. The ProContract Registration address is <https://procontract.due-north.com/SupplierPreLoginHome>.



All applications to join the DPS must be submitted the ProContract Supplier Portal. All questions regarding the process must be submitted via the Messages section of the ProContract Supplier Portal.

There is a Help section on the supplier portal which you can access at any time. This will give you further guidance on the use of the system.

3.5 Completion of the DPS Application

To simplify this process, organisations only need to provide supporting documents where specifically requested. However, NCG may ask to see other supporting documents, for example, certificates, statements or policies at a later stage. Organisations may be asked to clarify answers or provide more details post DPS application submission.

Any issues with the use of the NCG ProContract eTendering portal or submission of completed documents should be reported immediately on 0191 200 4290.

You do not need to complete and submit your full application all in one go. When you have uploaded a document to the portal it will be saved until your full application has been completed, even if you log out of the system. If you start to complete the questionnaire and then need to leave and return to complete it at a later time, click **Save and close** against the question you are answering and this will save all of the answers you have entered to date. Each time you answer a question and move to the next question, the answer you have entered will be saved.

3.6 Return of the DPS Application

Applicants are requested to submit their DPS application via the NCG eTendering portal hosted by Due North. The address of the NCG eTendering portal can be found in section 3.4 above.

Applications to join the DPS can be submitted at any time during its life.

Once you have submitted an application via the portal you can submit a revised application at any time. You will need to start a new application, but all of your answers to the questionnaire from your initial submission will be automatically entered into the questionnaire, so you can simply check your previous answers and update anything that has changed. It is your responsibility to ensure that the information held by NCG is kept up to date. If any documents or policies expire and updated copies are not provided you may be removed from the DPS.

3.7 Questions & Clarifications

All enquiries arising from this document should be submitted using the Messages facility of the NCG eTendering portal. All questions should be



submitted via this method in the first instance. All responses to questions will also be sent using this method, with circulation to all organisations when appropriate.

NCG reserves the right to cancel the DPS and any subsequent Mini Competitions at any point. NCG is not liable for any costs resulting from cancellation of these processes, or for any costs incurred by organisations taking part in the DPS Application or Mini Competition process.

NCG reserves the right to reject DPS Applications which are not submitted in accordance with instructions given. Failure to complete the form in full and accurately or to provide any necessary supporting documents upon request may result in your organisation not being considered suitable.

Failure by the applicant to respond to requests for further information will result in the DPS Application being put on hold until the requested information has been provided.

NCG are unable to offer any meetings at this stage in the process.

4. Application Evaluation

NCG will aim to assess all applications to join the Delivery Partner DPS within 10 working days of receipt. This period may be prolonged to a maximum of 15 working days if there is a need to examine additional documentation or verify any of the minimum standards.

When the Delivery Partner DPS is launched, and until the first mini competition is launched, it may take up to 30 working days for applications to be assessed due to the anticipated number of applications NCG expect to receive. No mini competitions will be launched until all applications received before 25th January 2015 have been assessed.

Parts A to G of the DPS Questionnaire collect information on applicant organisations and the proposed bidding model.

Some questions are marked as being for information only.

All other questions have Pass / Fail criteria attached to them.

Applicants must pass the following minimum standards to be accepted onto the Delivery Partner DPS:

- **Mandatory and Discretionary Exclusion Criteria** – none of the mandatory exclusion criteria apply to the applicant organisation.

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- **Discretionary Exclusion Criteria** – none of the discretionary exclusion criteria apply to the applicant organisation, or a satisfactory explanation has been provided if any of the discretionary exclusion criteria
- **Satisfactory Economic and Financial Standing** – this will be assessed using the evidence provided. The following items will be used to establish if an organisation has satisfactory financial stability:
 - The current assets of the organisation.
 - The balance sheet must show that assets exceed liabilities.
 - The Auditor's opinion in the Report to the Accounts must be unqualified.
 - The filing of accounts at Companies House must not be overdue.
 - The organisation must be making a profit before tax.
 - Any unsatisfied County Court Judgements may be taken into account depending on their value against the organisation's annual turnover.
 - The rating of the applicant organisation obtained through the system NCG currently use for checking an organisation's financial stability.

If an organisation's financial stability is not satisfactory they will not be placed on the DPS.

A maximum contract value for each organisation will be calculated as part of the financial stability assessment in accordance with the Subcontract Management Framework process. This is not a guarantee of contract value but indicates the total annual value of all contracts that NCG is prepared to enter in to with the organisation.

- **Satisfactory Insurance Cover for Employers Liability and Public Liability** – an organisation must hold insurance cover the minimum levels specified below:

Insurance Type	Minimum Level of Cover
Employers Liability	£5m
Public Liability	£2m

If an organisation does not hold the minimum level of both types of insurance they will not be placed on the DPS.

- **Self-certification of Policies and/or Procedures** – the organisation must self-certify that they have the following policies and/or procedures in place, and that they comply with current legislative requirements where applicable:
 - A Health & Safety Policy
 - A policy and relevant procedures which cover how the organisation assures quality of delivery
 - A policy which covers equality and diversity for learners, customers and employees



- A policy and relevant procedures which cover safeguarding of vulnerable adults and child protection
- A procedure which covers how recruitment of staff will be carried out, and in particular how staff that will have contact with learners, vulnerable adults and children will be vetted
- A policy which covers how the organisation ensures its actions are in the best interest of the environment, social cohesion and economic prosperity
- A procedure which details how a member of staff should deal with a complaint from an external source
- A procedure which details the process to be following in the event of whistle blowing being required
- A policy and relevant procedures which detail how data is protected and information is kept secure
- A policy and relevant procedures detailing when and how disciplinary action will be carried out against a member of staff
- A policy and relevant procedures of how grievances should be logged and dealt with
- A policy which covers how the organisation mitigates the risk of bribery and how incentives are dealt with
- A policy which covers how the organisation mitigates the risk of fraud
- A plan which details the arrangements for business continuity should the need arise.

5. Checklist of Supporting Documentation

To help ensure that applications submit all requested supporting information, we have included the following checklist.

All supporting information provided should be clearly referenced back to the question that it supports.

Please ensure that, where applicable, the following supporting information is included within your response:

Supporting Information	Related Question	Included (Yes/No)
A completed version of the DPS Questionnaire (completed electronically within ProContract)	All	Yes / No
Appendices to provide further explanation in support of an answer, if applicable	Part A Questions 2.1, 2.2, 3.1, 4.1, 4.2, C1, C2, D1, E2	Yes / No
Evidence to demonstrate economic/financial standing	Part A, Question 5.1	Yes / No



Before submitting your DPS Application, please ensure that you have:

1. Answered all questions on the DPS Questionnaire.
2. Uploaded copies of all requested supporting documentation and referenced these to the relevant questions.

DO NOT enclose brochures, testimonials, accounts, company reports, pricing information, or other supplementary information not requested in this document.

Thank you for your interest in the NCG Delivery Partner DPS.

6. Additional Information

The following information is provided to help in completion of your submission and provide general guidance.

6.1 Application Cost

NCG will not be liable for any costs, expenditure, work or effort incurred by an organisation submitting an application to join the DPS, including if the procurement exercise is terminated or amended by NCG.

6.2 Conduct and Conflicts of Interest

Any attempt by applicant organisations or their advisors to influence the DPS or contract award process in any way may result in the applicant organisation being disqualified. Specifically, applicant organisations shall not directly or indirectly at any time:

- Devise or amend the content of their DPS Application or Mini Competition Response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other DPS Application or Mini Competition Response, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other DPS Application or Mini Competition Response.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a DPS Application or Mini Competition Response.

- Canvass NCG or any employees or agents of NCG in relation to this procurement exercise.
- Attempt to obtain information from any of the employees or agents of the NCG or their advisors concerning another applicant organisation, DPS Application or Mini Competition Response.

Applicant organisations will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of NCG. All applicant organisations must report to the Clerk to the Corporation of NCG any attempt by NCG employees to obtain such favours.

Applicant organisations are responsible for ensuring that no conflicts of interest exist between the applicant organisation and its advisers, and NCG and its advisers within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures. NCG may exclude the applicant organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Any applicant organisation who fails to comply with this requirement may be disqualified from the procurement exercise at the discretion of NCG.

6.3 Confidentiality and the Freedom of Information Act

This Specification is made available on condition that its contents (including the fact that the potential bidder has received this Specification) is kept confidential by the potential bidder and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the potential bidder to submit an Application.

NCG is a public authority within the meaning of the Freedom of Information Act 2000 (the "Act"). All correspondence, documents and other information received by it, including that received in the course of a tender or in the subsequent provision of services, will be disclosable by NCG on receipt of an information request, save insofar as the information is exempt in accordance with the provisions of the Act.

NCG shall treat all potential bidders' responses as confidential during the procurement process. Requests for information received following the

procurement process shall be considered on a case-by-case basis, applying the principles of the Act.

Where practicable, on receipt of a request for information relating to a contractor, NCG will inform such contractor and liaise with them regarding the disclosure of information.

Applicant organisations may indicate to NCG any information which is confidential, commercially sensitive, or which it considers should otherwise not be released. However, the contractor must understand that whether or not the information is disclosable on receipt of an information request is dependent on the provisions of the Act and not on the bidder's representations and NCG reserves the right, at its absolute discretion, to decide whether or not information is dis-closable under the Act.

NCG will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as 'Not for disclosure to third parties' with supporting reasons (referring to the relevant category of exemption under the Act where possible);
- does not fall into a category of information that is exempt from disclosure under the Act (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- Where it is in the public interest to disclose this and there is no legal duty to withhold it.

6.4 Consortia Arrangements

If the applicant organisation is a consortium, the following information must be provided:

- full details of the consortium and the organisation involved; and
- the information sought in the DPS Questionnaire in respect of each of the consortium's constituent members as part of a single composite response.

Applicant organisations should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex. NCG would expect the consortium to form a single legal



agreement if successful. Full details of the consortia including any proposed arrangements should be provided in the separate Annex.

6.5 Incomplete Submissions

Incomplete submissions may not be considered.

6.6 Publicity

No publicity regarding the services or the award of any Contract will be permitted unless and until NCG has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Mini Competition, its contents or any proposals relating to it without the prior written consent of NCG.

6.7 Size of Contract

NCG does not guarantee that, where applicable, any quantities/values quoted in this specification, in any clarification response or in any adverts for this opportunity will be met or exceeded.

6.8 Terms and Conditions

NCG will require organisations successful through Direct Award or Mini Competition to sign up to NCG's standard contract for the delivery type in question, or the contract laid down by the relevant funding body. Any additional required terms and conditions will be added into the Contract Template, subject to mutual agreement by both parties.



7. Template for Appendices

Appendix Number	
DPS Application section	
Question number	