**INVITATION TO TENDER FOR THE SUPPLY OF**

**The Supply of Liquid Fuels**

**REFERENCE NUMBER: 000981**

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Section 1 – Background

1. YPO and Introduction

# YPO is one of the largest public sector buying organisations 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. 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.
	2. 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 frameworks are open for use by any public sector organisation within the UK.
	3. YPO operates nationally supplying Schools, Colleges and Universities, in addition to all major Local Government departments including Social Services, Catering, Transport, Highways, Building Services, Administration and Waste Management as well as Emergency Service Authorities.

YPO are looking for Providers to be appointed onto a Framework Agreement for the supply of Liquid Fuels and Ancillary Services for use in the education market and local authority sectors. This Framework is designed to meet the needs of YPO and Other Contracting Authorities by establishing an agreement where the end customer will place the order with the Provider and the Provider delivered direct to the end customer.

* 1. The Framework Agreement will cover the period from 22nd November 2019 to 21st November 2021 with two options to extend for an additional 12 months. The first decision to extend the contract period will be taken by the end of August 2021 and will be dependent on satisfactory completion of all aspects of the contract to date, the current market conditions for this category and YPO’s contracting structures. The maximum contract period will therefore be 4 years, from 22nd November 2019 to 21st November 2023 (subject to an annual review, incorporating price negotiations and KPI performance).
	2. The Framework has an estimated value of between £200 and £300 million for the maximum life of the contract (4 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.
	3. The Framework estimated value, net of VAT, is based on the probable sum payable to the Provider/s over the term of the Framework for all Lots.
1. Other Contracting Authorities (OCAs)
	1. The Framework Agreement will be open to the entire public sector and other public bodies, such as Local Authorities, Education Establishments, Police Forces, Fire and Rescue Service, NHS Bodies, registered Charities within the UK and central government departments and their agencies that wish to use it (served by YPO as a Central Purchasing Body defined by Section 2, and detailed in Regulation 37 of the Public Contract Regulations 2015). Any OCA described below may utilise the resulting Framework Agreement from the commencement date.
	2. See the following link for details:

<http://www.ypo.co.uk/customers/ojeu-permissible-users.aspx>

* 1. Tenderers should note that the aforementioned OCAs, YPO Member and Associate Member Authorities are under no obligation to utilise the Framework and may decide not to do so. The Framework Agreement 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 Framework Agreement.

# Use of Electronic Tendering Tool

* 1. YPO has implemented an electronic tendering tool 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://procontract.due-north.com/Login>

1. Stakeholder Considerations
	1. YPO in preparation for this framework has consulted with Liquid Fuels customers including Procurement Officers from Local Authorities, Education Establishments, Police Forces, Fire and Rescue Service, NHS Bodies, registered Charities within the UK. The structure and specification of the framework is driven by these bodies.
2. Marketing and Promotion
	1. YPO will market the Liquid Fuels Framework through a variety of communication channels, which may include PR, literature, direct marketing, social media platforms and websites.

National Frameworks established by YPO are also advertised directly to the Heads of Procurement, Local Authority Energy Teams and Local Authority Finance Directors. The Framework may be advertised on additional websites for example the Local Government Improvement and Development website.

**Section 2 – Overview of the Invitation to Tender and the Procurement Process**

1. **Introduction**
	1. YPO is managing this procurement process in accordance with the Public Contracts Regulations 2015 (the “Regulations”). This is a Service Framework Agreement being procured under the open procedure.
	2. The resulting Framework Agreement shall be deemed to cover any item that can be supplied by the successful Tenderer(s) over the life of the Framework within the scope of The Supply of Liquid Fuels.
	3. YPO reserves the right to not conclude any Framework Agreement(s) as a result of this procurement exercise.

# **Lots**

* 1. The services covered by this procurement exercise have been sub-divided into Lots, namely:

|  |
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| **2.2 TABLE: PRODUCT LOTS** |
| **LOT** | **DESCRIPTION** | **NUMBER OF ANTICIPATED PROVIDERS PER LOT** | **METHOD OF CALL OFF CONTRACTS** |
| 1 | AGMA |  4  | Direct Award / Further Competition |
| 2 | Barnsley Council | 4 | Direct Award / Further CompetitionDirect Award |
| 3 | Bradford Council | 4 | Direct Award / Further CompetitionDirect Award |
| 4 | Calderdale Council | 4 | Direct Award / Further CompetitionDirect Award |
| 5 | Cheshire East Council | 4 | Direct Award / Further CompetitionDirect Award |
| 6 | Craven District Council | 4 | Direct Award / Further CompetitionDirect Award |
| 7 | Cumbria County Council | 4 | Direct Award / Further CompetitionDirect Award |
| 8 | Erewash Council | 4 | Direct Award / Further CompetitionDirect Award |
| 9 | Hambleton Council | 4 | Direct Award / Further CompetitionDirect Award |
| 10 | Harrogate Borough Council | 4 | Direct Award / Further CompetitionDirect Award |
| 11 | Hull City Council | 4 | Direct Award / Further CompetitionDirect Award |
| 12 | Humberside Police | 4 | Direct Award / Further Competition |
| 13 | Kirklees Council | 4 | Direct Award / Further CompetitionDirect Award |
| 14 | Knowsley Council | 4 | Direct Award / Further CompetitionDirect Award |
| 15 | Lancashire Constabulary  | 4 | Direct Award / Further CompetitionDirect Award |
| 16 | Leeds City Council | 4 | Direct Award / Further CompetitionDirect Award |
| 17 | Sefton Council | 4 | Direct Award / Further CompetitionDirect Award |
| 18 | Nexus | 4 | Direct Award / Further CompetitionDirect Award |
| 19 | North Lincolnshire Council  | 4 | Direct Award / Further CompetitionDirect Award |
| 20 | North Yorkshire County Council | 4 | Direct Award / Further Competition |
| 21 | North Yorkshire Police | 4 | Direct Award / Further CompetitionDirect Award |
| 22 | Richmondshire MBC | 4 | Direct Award / Further CompetitionDirect Award |
| 23 | Rotherham MBC | 4 | Direct Award / Further CompetitionDirect Award |
| 24 | Ryedale District Council | 4 | Direct Award / Further CompetitionDirect Award |
| 25 | Scarborough Borough Council | 4 | Direct Award / Further CompetitionDirect Award |
| 26 | Sheffield City Council | 4 | Direct Award / Further CompetitionDirect Award |
| 27 | South Derbyshire District Council | 4 | Direct Award / Further CompetitionDirect Award |
| 28 | South Yorkshire Police | 4 | Direct Award / Further Competition |
| 29 | St Helens MBC | 4 | Direct Award / Further CompetitionDirect Award |
| 30 | Stoke City Council | 4 | Direct Award / Further CompetitionDirect Award |
| 31 | Wakefield MDC | 4 | Direct Award / Further CompetitionDirect Award |
| 32 | West Lancashire District Council | 4 | Direct Award / Further CompetitionDirect Award |
| 33 | West Yorkshire Fire | 4 | Direct Award / Further CompetitionDirect Award |
| 34 | West Yorkshire Police | 4 | Direct Award / Further Competition |
| 35 | Wyre Council | 4 | Direct Award / Further Competitionirect Award |
| 36 | York City Council | 4 | Direct Award / Further CompetitionDirect Award |
| 37 | YPO | 4 | Direct Award / Further Competition |
| 38 | South Ribble and Chorley Councils | 4 | Direct Award / Further CompetitionDirect Award |
| 39 | Liquid Fuels – New Customer Additional Business | 4 | Further Competition |
| 40 | Supply, Installation and Maintenance of Fuel Tanks and Associated Services | 5 | Further Competition |
| 41 | Fuel Cards and Fuel Card Services | 5 | Further Competition |

* 1. YPO reserve the right to split this contract between more or less providers if necessary. If this is decided YPO will communicate to all Providers, the reason and justification for doing so.
	2. Lots 1-38 will be called off through Direct Award route for the first 2 years of the framework agreement. After 2-year period those lots will be called off via Further Competition only. Customers may then choose to split one lot across multiple providers. More information about call off method can be found in Paragraph 10 Call-off Orders Under Multiple Provider Frameworks in this document.
1. Timescales
2.
3. 1. Table 3.2 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.

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| **3.2 TABLE: PROPOSED TIMETABLE** |
| **DATE** | **STAGE** |
| 02/09/2019 | ITT Advertised |
| 27/09/2019 | Deadline for clarifications |
| 01/10/2019 | Deadline for YPO responses to clarifications |
| 09/10/2019 at 14:00 | Closing date and time for Tender Responses to the ITT |
| 04/11/2019 | Notification of proposed appointment(s) to Framework |
| 14/11/2019 | Expiry of standstill period required under Regulation 87 of the Public Contracts Regulations 2015 |
| 15/11/2019 | Appointment of Provider(s) to Framework(s) |
| 22/11/2019 | Contract Start Date |

1. **Selection, Mandatory and Award Criteria**
	1. 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”. Section 4 contains the Selection Criteria for this Framework Agreement which potential 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.
	2. Section 5 contains the Mandatory Requirements for this Framework Agreement. This sets out the Mandatory Technical and Commercial criteria that potential 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.
	3. Section 6 contains the Award Criteria for this Framework Agreement. This sets out the Technical and Commercial award criteria that will be scored against the criteria stated in table 5.2.5 below. This section will be scored using percentage weightings with the highest weighted Tenderer(s) who offer the most economically advantageous tender (MEAT) being awarded onto the Framework Agreement.
	4. Section 7 contains the Instructions to Tenderers and the conditions of this ITT. There are a number of certificates contained within this section for Tenderers to confirm the basis on which your Tender is submitted.
2. **Tender Evaluation Process**
3.
4. 1. Introduction -

 The evaluation process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous Tender. Account will also be taken of any factors which may impact on the Tenderers suitability to fulfil this Framework Agreement.

* 1. Evaluation Process –

 The evaluation process will be as follows:

* + 1. **Stage 1** – Receipt and Opening

ITT 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 7 paragraph 15 Late Tenders.

* + 1. **Stage 2** – Selection Criteria

YPO’s Procurement team will then check the information requested/submitted to ensure Tenderers have the capacity, capability and financial capacity to be able to provide the goods and/or 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.

* + 1. **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.

* + 1. **Stage 4** – Evaluation of the Award Criteria for Technical and Commercial Requirements.

Tenderers Response to the questions contained in this section along with pricing information will be evaluated against the criteria below:

**Evaluation percentages for Lots 1 to 39**

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| * + 1. **TABLE: HIGH LEVEL EVALUATION CRITERIA FOR ACCEPTANCE OF PROVIDERS ONTO THE FRAMEWORK**
 |
| **CRITERION** | **PERCENTAGE WEIGHTINGS** |
| Cost | 80% |
| Quality, Delivery, Customer Service & Account Management | 20% |

**Evaluation percentages for Lots 40 and 41**

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| * + 1. **TABLE: HIGH LEVEL EVALUATION CRITERIA FOR ACCEPTANCE OF PROVIDERS ONTO THE FRAMEWORK**
 |
| **CRITERION** | **PERCENTAGE WEIGHTINGS** |
| Cost | 50% |
| Quality and Account Management | 50% |

1. **Methodology on Evaluation of the Tender Document**
	1. Selection Criteria

 This will be based on the Tenderers confirmation of sufficient capacity, capability and financial capacity to be able to provide the goods/services in the manner required with reference to the criteria.

* 1. Award Criteria

 The methodology given in table 6.3 below will be used for the evaluation of the award criteria unless otherwise specified within the Response requirement.

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| **6.3 TABLE EVALUATION METHODOLOGY** |
| **QUESTION RESPONSES** | **MARKS** |
| Excellent Response with requirements being met and exceeded in some areas. Showing a comprehensive understanding and the ability to deliver to a high standard. Evidence relating to the proposed requirements shows high quality.  | 5 |
| Good Response with requirements being met with nothing other than a few minor exceptions which are acceptable to the evaluation team. Reasonable understanding and the ability to deliver to a high standard. Evidence in relation to the proposed requirements shows good quality. | 4 |
| Acceptable answer with requirements being met in part but not fully. A reasonable understanding to have the ability to deliver the requirements. Evidence to show that the requirements are suitable for the purpose but have not met the standard expected. | 3 |
| Poor Response where some requirements are being met but there are some large exceptions. Concerns that the requirements proposed would not be suitable for use.  | 2 |
| Target requirements only met on a few occasions. Low standard Response. Major concerns that the requirements proposed would be suitable for use.  | 1 |
| Answer not met the requirements at all. No evidence that the requirements would be suitable.  | 0 |

6.4 Price evaluation will be conducted using the CIPFA % difference model. The submitted price is compared using a % price difference model and then scored against using the weighted criteria.

 The % price difference model allocates the lowest price submission the highest score and the highest price the lowest score. The price % difference is scored on the % difference between the lowest price and the price submitted. Where a submitted price exceeds the lowest price submission by more than 100%, this will result in the Tenderer being awarded a 0 for price.

 At any point during the lifetime of the framework, to calculate the total fuel price, YPO and its customers will use Price Conversion Factors stated in paragraph 3 Commercial Award Criteria in this document.

6.5 Tenderers should always provide their best possible proposal and answers for each individual criterion.

6.6 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 YPO. 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.

1. **Award of Framework Agreement**
	1. Tenderers will be accepted onto the Framework Agreement who offer the most economically advantageous Tender(s) to YPO having regard to the awarded criteria stated in table 5.2.5 and 5.2.6 above.
	2. YPO will notify the successful Tenderer(s) of the intention to accept them onto the Framework Agreement in writing.
	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 details of:
* the award criteria;
* the score of the Tenderer;
* the name of the successful Tenderer(s);
* the score for the successful Tenderer(s);
* the reason for appointing the successful Tenderer(s) including the characteristics and relative advantages of the successful Tenderer(s).
	1. Unsuccessful Tenderers will be able to seek a Debrief in accordance with Section 7, paragraph 20.
	2. Following a minimum standstill period of 10 calendar days, subject to there being no challenge against the intention to award, a Framework Agreement will be formally awarded to the successful Tenderer(s). YPO will then publish an Award Notice in the Official Journal of the European Union (OJEU) within 30 days of the award of the contract, in accordance with the Public Contracts Regulations 2015.
1. Proposed Draft Framework Agreement
	1. YPO shall actively manage the resulting Framework Agreement, key activities including contract review meetings; KPI management and analysis of management information provided.
	2. The overarching Framework Agreement will be between YPO and successful Provider(s). YPO will own the Framework Agreement and will be responsible for the strategic management of the Provider(s), the collection of Management Information relating to the Framework Agreements usage and for all matters relating to the overall performance of the Provider(s).
	3. In the event that YPO wishes to enter into a Framework Agreement with any Tenderer, the Framework Agreement terms will consist of the information submitted in the Tenderer Tender Response. The information required to augment the Framework Agreement will largely be drawn from any successful Provider’s Response to the Mandatory and Award Requirements. In drafting Responses to the Mandatory and Award 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.
	4. As YPO is using the open procedure as detailed in the Public Contracts Regulations 2015, it is prevented from undertaking negotiation of the Framework Agreement. However, proposed amendments by Tenderers and/or YPO to clarify its terms are permitted.
	5. **YPO will consider proposed amendments strictly on their merits and within the limits imposed by the Regulations. YPO shall only consider amendments to the Framework Agreement during the Clarification stage of the Tender process. 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 the suggested amendment is acceptable**.
	6. Where YPO makes changes to the Framework Agreement as a result of the proposals received, it will circulate the amended Framework Agreement to all Tenderers.
	7. For the purposes of this Framework Agreement YPO has classified lots 1 to 39 will follow the standard Call-off route for the first 2 years and lots 40 to 41 will follow the competed call-off route. After first 2 years lots 1 to 39 will be called off via competed route only.
	8. Standard Call-off Contracts will be awarded by Direct Award i.e. without re-opening competition. For Standard Call-offs, Providers will be ranked based on the evaluation of this Tender exercise. A Direct Award can be made to a Provider if the participating OCA can demonstrate the selected Provider offers the most economically advantageous offer.
	9. Competed Call-off Contracts will be awarded following a Further-competition. This process is explained in more detail in paragraph 10.
	10. The Call-off Contract will be based on the terms specified in the Framework Agreement or such other terms and conditions referred to within the Tender documentation that may be used by the customer, supplemented as appropriate by details such as price, quantity or time period covered, which will be specified in the Call-off Order.
2. Execution of the Framework

The terms and prices of the Framework Agreement will be agreed between YPO and the Provider.

1. Delivery of Contract:

 The end customer will place orders directly with the Provider following a Direct Award or Further-competition on a “contract” basis whereby the Provider will deliver direct to the end customer on an agreed basis. Invoices and payments are dealt with directly between the end customer and the Provider.

YPO’s customers and the Provider will sign up to a contract and agree a service plan. The customer will then manage this contract to ensure that the required services are completed. Invoices and payments are dealt with directly between the end customer and the Provider.

1. Call-off Orders Under Multiple Provider Frameworks
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3.
4. 1. For any OCA wishing to use this Multiple Provider Framework, it is expected that the following process will be applied:

10.1.1 Prior to any OCA conducting any Further-competitions or making any Direct Awards under this Framework Agreement they will complete and submit a participation agreement to YPO notifying them that the Framework Agreement meets their requirements and that they intend to Call-off the Framework Agreement.

10.1.2 For Standard Call-offs which are subject to Direct Award, YPO or the OCA will award a Call-off Contract to the successful Provider named in the Framework for that particular Lot/line or the Provider who can offer the most economic advantageous offer. This means that YPO or the OCA will apply the award criteria set out in the introduction of this ITT to select the Provider which it will then place an order with.

* Standard Call-off Contracts will be executed by the issue of a Call-off Order from YPO or the relevant OCA, to the Provider and acceptance by the Provider of such Call-off Order. All orders placed will be on the Call-off Terms and Conditions.

10.1.3 The Call-off Contract Terms and Conditions are set out in Schedule 7 of the draft Framework Agreement.

10.1.4 A pro-forma copy of the Call-off Order form is set out in Appendix 1 of the draft Framework Agreement.

10.1.5 For Competed Call-offs, YPO or the relevant OCA will run a Further-competition. This will involve inviting all successful Providers from that particular Lot/Framework to submit “sealed bids” via YPO’s e-tendering site. The Award Criteria for such Further-competitions are specified in table 11.1.1 and 11.1.2 below. The Further-competition may include requirements such as:

* particular delivery timescales;
* particular invoicing arrangements and payment profiles;
* particular associated services, e.g. installation, maintenance and training;
* re-establish pricing

10.1.6 The Provider submitting the most economically advantageous “sealed bid” in accordance with the criteria set out below in table 11.1.1 and 11.1.2 below will be awarded the Call-off Contract.

10.1.7 In accordance with The Public Contract Regulations 2015 the customer may choose to implement amended or provide alternative terms and conditions to those contained within the Framework Agreement where they do not alter the overall nature of the Framework or intended Call-off Contract. Any such amendments or alternative terms and conditions will be contained within the Call-off documents and/or Call-off Order prior to award.

* Competed Call-off Contracts will be executed by the issue of a Call-off Order from YPO or the relevant OCA following the award of the Call-off, to the Provider and acceptance by the Provider of such Call-off Order.
1. **Further-competition**

11.1 For Competed Call-offs, the sub criteria for the Further-competitions will be as follows (please note, this may include scores carried through from the initial Framework stage):

**Criteria for Further Competitions Lot 1 to 39**

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| **11.1.1 TABLE : CRITERIA FOR FURTHER COMPETITIONS**  |
| Cost - 80% | The overall cost weighting is 80%. At Further-competition stage 100% of criteria is to be re-competed. Customers can amend the weightings to their own preference  |
| Quality, Delivery, Customer Service and Account Management - 20% | The overall quality weighting is 20%. The scores will be pulled through from the initial Framework evaluation but customers will still have an option to re-open this weighting if they choose to do so.  |

 **Criteria for Further Competitions Lots 40 and 41**

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| **11.1.2 TABLE : CRITERIA FOR FURTHER COMPETITIONS**  |
| Cost - 50% | At Further Competition stage 100% of criteria is to be re-competed. Customers can amend the weightings to their own preference  |
| Quality - 50% | The overall cost weighting is 50%. At Further Competition stage 100% of criteria is to be re-competed. Customers can amend the weightings to their own preference  |

11.2 It is intended that each time the OCA runs a Further-competition, the award decision will be based on the above criteria. Customers reserve the right to determine the weightings of their own further competitions, however, it is not expected that these will fluctuate by more than 10%

11.3 YPO and OCA’s reserve the right to use reverse electronic auctions when conducting Further-competitions under this Framework Agreement.

**Section 3 – Specification**

# Introduction

This section of the Invitation to Tender sets out the specification relating to this Framework Agreement.

1. **Specification**

The minimum specification(s) required under this Framework are listed below.

YPO require the secure supply of fuel at competitive prices throughout the duration of the framework. YPO will endeavour to provide accurate information about customers but Tenderer’s must recognise that a degree of flexibility may be required.

**Core Requirements:**

**Security of Supply** – suppliers should be able to provide evidence that procedures are in place to manage and resolve any delay or failure in their ability to supply the product resulting from vehicle/tanker breakdowns, driver illness/holidays, depot/terminal issues, localised/national product shortage or industrial action.

**Delivery Lead times** – customers will expect a maximum of 72 hours lead time and suppliers will be expected to have the necessary infrastructure in place to achieve this. Some customers may have other requirements from time to time and suppliers would be expected to assist on these occasions.

**Volume Delivery Tolerance** – Suppliers should always ensure the quantity delivered closely matches the volume ordered. In normal circumstances we would expect a maximum 5% tolerance from ordered volumes.

**Small Load Premiums** – YPO expect suppliers to charge Small Load Premiums at the ordered volume and not the delivered volume. Where the difference is due to the customer not being able to take the volume ordered, YPO will support the supplier.

**Account Management** – YPO require a designated account manager for contractual discussions and supplier meetings, and named contacts for; administrative queries, invoicing queries and routing/delivery queries.

**Product/Technical Support** – This should be available to YPO and customers, to include but not be limited to; product specifications, delivery regulations, fuel management and industry developments.

**Complaint Resolution** – any failure in performance shall be addressed immediately and not closed off until agreed with the customer / YPO.

**Product Specification** – all products delivered must meet the latest British / EU standards. Suppliers should have the capability to trace the origination of the product.

**Product Sampling and Uplift** – where there are reasonable grounds to believe the product delivered is not to the correct standard, customers may request testing and inspection by third parties, at the supplier’s cost. Should the product not be to specification the entire batch may be rejected by the customer and uplifted by the supplier and replaced immediately at the supplier’s cost.

**Clear Environmental / Ethical Standards** – Suppliers, whether blenders of biofuel or distributors, should ensure that the biofuels they blend/distribute have had minimal social, economic and environmental impacts in their production. Suppliers are expected to have an audit programme and/or supply chain management procedures to track biofuels to ensure that, where possible, the fuel has originated from sustainable sources.

**Adherence with Renewable Transport Fuels Obligation (RTFO or equivalent)** – Suppliers should be aware and comply with the requirements.

**Customer Priority** – Whilst emergency services are expected to be at the top of any priority list, other customers (such as Local Authorities, Care Homes, Educational Establishments, etc) may request to know where they are positioned on such a list.

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| **LOT 1 to Lot 39 Supply of Liquid Fuels** |
| **Description** |
| Lots 1 to 39 is for the supply and delivery of liquid fuels to existing and new YPO customers. Below is a list of fuels to supply, YPO reserves the right to request additional fuel types in line with the market, but potential providers as a minimum must be able to provide:

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| **Product** |
| Gas Oil  |
| Kerosene |
| Medium Fuel Oil |
| Ultra-Low Sulphur Diesel |
| Ultra-Low Sulphur Petrol |
| Biodiesel (inc. for use as bio heating oil) |
| High Octane (super) unleaded petrol |
| Adblue or Diesel Exhaust Fluid equivalent |
| Gas Oil Equivalent |
| Marine Oil |
|  |

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| **Legislative Requirements** |
| YPO requires fuels supplied to meet all applicable British and European standards, including but not limited to:

|  |  |
| --- | --- |
| **Product** | **Standard** |
| Gas Oil  | BS 2869 Class A2 & D or equivalent |
| Kerosene | BS 2869 Class C2 or equivalent |
| Medium Fuel Oil | BS 2869 Class F or equivalent |
| Ultra-Low Sulphur Diesel | BS EN 590 or equivalent |
| Ultra-Low Sulphur Petrol | BS EN 228 or equivalent |
| Biodiesel (inc. for use as bio heating oil) | BS EN 14214 or equivalent |
| High Octane (super) unleaded petrol | BS 7800 or equivalent |
| Adblue or Diesel Exhaust Fluid | ISO 22241 or equivalent |
| Gas Oil Equivalent | BS EN 590 or equivalent |
| Marine Oil | RS 2869 Class A2 (FAME Free) or equivalent |
|  |  |
| Gas to Liquid Fuels | prEN 15940 (aligned to EN590)  |

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| **LOT 40 – Supply, Installation and Maintenance of Fuel Tanks and Associated Services**  |
| **Description** |
| For the supply and installation of fuel tanks for bulk storage of liquid fuels. Suppliers will be required to provide customers with the full turnkey solution regarding the installation, maintenance and associated services of fuel tanks. YPO’s customers will call off the framework via further-competition detailing their specific requirements and relevant terms and conditions, suppliers are expected to provide fully inclusive pricing for the complete works. Additional services may include but not limited to, tank repairs, replacement parts, servicing and cleaning.  |
| **Legislative Requirements** |
| Fuel tanks supplied must adhere to all applicable legislative requirements and harmonized standards, including the Environment Agency oil storage regulations of 2001 (England), further information is found here: <https://www.gov.uk/guidance/storing-oil-at-a-home-or-business>  |

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| **LOT 41 – Fuel Cards and Fuel Card Services** |
| **Description** |
| For the provision of a range of fuel cards and associated services for regional, nationwide and European coverage. Customers will determine their specific requirements at further-competition stage, providers need to be able to:1. Provide a card or smartphone mechanism that enables YPO customers to purchase fuel at defined fuel stations.
2. Provide consolidated invoices showing a full breakdown of each transaction.
3. Carbon emission reporting functionality.
4. Support customers in achieving savings and streamlining practices.
5. Configuration of cards at individual and organisational level.
6. Open and transparent charging structures and provide open and honest advice to customers to discuss card options.
7. Lost and stolen card hotline, available 24 hours a day, 7 days a week, and 365 days a year excluding Bank Holidays. With the supplier providing appropriate investigative support and action when suspected fraud is reported.
 |
| **Legislative Requirements** |
| Suppliers must ensure customer data is kept secure, to the standards detailed in ISO27001 – Information technology or a suitable applicable level. |

**Section 4 – Standard Selection Questionnaire (SQ) and Additional Selection Questions**

# Introduction

* 1. The objective of the Selection phase is to ensure that the Tenderer has the necessary attributes to be able to provide the goods and/or services in the manner required for this Framework Agreement.

The Selection Criteria will be a combination of both financial and non-financial factors and will consider: -

* 1. Suitability – the Tenderer must be suitable of meeting the minimum requirements of the Tender in relation to suitability, capability and legal status;
	2. Economic and financial standing – the Tenderer must be in a sound financial position to participate in a procurement of this size;
	3. Technical and Professional ability – the Tenderer must be able to demonstrate a successful track record of Tenders similar to the Tender bidding for.
	4. This section is subject to pass or fail scoring. Failure to provide a satisfactory Response to any of the questions may result in disqualification from the process and YPO not proceeding further with the Tenderer evaluation.
	5. The information supplied will be checked for completeness and compliance before Responses are evaluated.
	6. Where, in the opinion of YPO, the Response is inadequate, the Tenderer may be excluded from further consideration.
	7. Any concerns regarding the financial standing of a Tenderer which cannot reasonably be satisfied may give cause to reject the Tender Response from further consideration.
1. **European Single Procurement Document (ESPD)**
2. 1. At the time of submission of requests to participate or of Invitation to Tender, YPO shall accept the European Single Procurement Document (ESPD), consisting of an updated self-declaration as preliminary evidence confirming that the Tenderer fulfils the following conditions:
3. They are not subject to, likely to become subject to, or aware of any pending/future actions in relation to any one of the situations referred to in question 5 “GROUNDS FOR MANDATORY EXCLUSION” below;
4. They meet the relevant Selection Criteria stated below.
	1. Where the Tenderer relies on the capacities of other entities under Regulation 63 of the Public Contracts Regulations 2015, the ESPD shall also contain the information referred to in paragraph 1, Regulation 63) in respect of such entities.
	2. The ESPD shall consist of a formal statement by the Tenderer that the relevant Ground for Exclusion does not apply and, or alternatively, that the relevant Selection Criteria is fulfilled and shall provide the relevant information as required by YPO.
	3. The ESPD shall further identify that YPO is responsible for establishing the supporting documents and contain a formal statement to the effect that the Tenderer will be able, upon request and without delay, to provide those supporting documents.
	4. Where YPO can obtain the supporting documents directly by accessing a database as mentioned in paragraph 2.8.3, the ESPD shall also contain the information required for this purpose, such as the internet address of the database, any identification data and, where applicable, the necessary declaration of consent.
	5. Tenderers may reuse an ESPD which has already been used in a previous procurement procedure, provided that they confirm that the information contained in it continues to be correct.
	6. The ESPD shall be provided exclusively in electronic form.
	7. Supporting documentation –
		1. YPO may require Tenderers at any moment during the procedure to submit all of any of the supporting documents where this is necessary to ensure the proper conduct of the procedure
		2. YPO may invite Tenderers to submit up to date supporting documents and where appropriate to supplement or clarify the certificates received
		3. Despite paragraphs 2.8.1 and 2.8.2, Tenderers shall not be required to submit
5. supporting documents or other documentary evidence where and in so far as YPO has the possibility of obtaining the certificates or the relevant information directly by accessing a national database in any Member State that is available free of charge, such as a national procurement register, a virtual company dossier, an electronic document storage system or a prequalification system; or
6. a supporting document which YPO already possesses.

**Providers are to note that the ESPD does not need to be completed if the following Standard Selection Questionnaire (SQ) is completed and returned for this Tender opportunity.**

1. **Standard Selection Questionnaire (SQ)**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-2). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion’s grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies or essential sub-contractors you rely upon to meet the selection criteria**.** This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Additional Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those Responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**The Supply of Liquid Fuels**

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**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in Response to the questions, please submit a clearly identified annex.

4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use essential sub-contractors or you are sub-contracting 100% of the requirements of this procurement, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite Response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or Contracting Authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Who Are “Essential” Subcontractors?**

Following the introduction of the new Selection Questionnaire (“SQ”), announced in [PPN 8/16](https://www.gov.uk/government/publications/procurement-policy-note-816-standard-selection-questionnaire-sq-template) it was decided that all “essential” subcontractors are required to complete part 1 and 2 of the SQ alongside the primary Tenderer.

So, who is an “essential” subcontractor for this purpose?

Where the ***role*** the subcontractor plays in the Tenderers bid is essential (i.e. is required to pass certain questions or certification etc) but there are numerous subcontractors who can potentially fulfil the role - the subcontractor is not “essential” for the purposes of the SQ.

Where the service/product cannot be procured without involvement of an **integral, specific** **supplier** to the Tenderer- the subcontractor is “essential”.

In other words, where a bid is reliant on a service being provided by one specific subcontractor which could not be replicated by another subcontractor- they will be required to submit an SQ (part 1 and 2) also.

**Part 1: Potential Supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection criteria must complete and submit the Part 1 and Part 2 self-declaration.

(GUIDANCE: Questions marked with an “I” are for information only, however if you fail to respond comprehensively and accurately your Tender may be deemed non-compliant and rejected on these grounds. Questions marked with a “P/F” will be scored as pass or fail. Any potential supplier who receives a fail will be disqualified from the process and YPO will not proceed further with the evaluation of the Tender.)

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| **Section 1 - Potential supplier information** |
| **Question Number** | **Question** | **Response** |
| **I** | 1.1(a) | Registered name of the potential supplier submitting the information |  |
| **I** | 1.1(b)-(i) | Registered office address (if applicable) |  |
| **I** | 1.1(b)-(ii) | Registered website address (if applicable) |  |
| **I** | 1.1(c) | Trading status a) public limited companyb) limited companyc) limited liability partnershipd) other partnershipe) sole traderf) third sectorg) other (please specify your trading status) |  |
| **I** | 1.1(d) | Date of registration in country of origin |  |
| **I** | 1.1(e) | Company registration number (if applicable) |  |
| **I** | 1.1(f) | Charity registration number (if applicable) |  |
| **I** | 1.1(g) | Head office DUNS number (if applicable) |  |
| **I** | 1.1(h) | Registered VAT number |  |
| **I** | 1.1(i)-(i) | If applicable, are you registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes [ ] No [ ] N/A [ ] If you responded “Yes” please provide the relevant details, including the registration number(s). |
| I | 1.1(j)-(i) | Is it a legal requirement in the state where you are established for you to:a) possess a particular authorisation, orb) be a member of a particular organisation in order to provide the requirements specified in this procurement? | Yes [ ] No [ ] If you responded “Yes” please provide additional details of what is required and confirmation that you have complied with this. |
| I | 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| I | 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| I | 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-3)?  | Yes [ ] No [ ]   |
| I | 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate[[3]](#footnote-4):* Name;
* Date of birth;
* Nationality;
* Country, state or part of the UK where the PSC usually lives;
* Service address;
* The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);
* Which conditions for being a PSC are met;
* Over 25% up to (and including) 50%,
* More than 50% and less than 75%,
* 75% or more

(Please enter N/A if not applicable) | (Please enter N/A if not applicable) |
| I | 1.1(o) | Details of immediate parent company:- Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| I | 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the Persons of Significant Control.

Please provide the following information about your approach to this procurement:

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| **Section 1 – Bidding Model** |
| **Question Number** | **Question** | **Response** |
| I | 1.2(a)-(i) | Are you:1. Bidding as a single entity
2. Bidding as the lead contact for a group of economic operators (a consortium)
3. A member of a group of economic operators (a consortium)
4. A subcontractor on whom the bidder is relying
 | a) [ ] If (a) please answer question 1.2(b)-(i) and 1.3 |
| b) [ ] If (b) please answer questions 1.2(a)-(ii), (a)-(iii), then 1.2(b)-(i) and 1.3 |
| c) [ ] If (c) please answer questions 1.2(a)-(ii), (a)-(iii) and 1.3 |
| d) [ ] If (d) answer 1.3 |
| I | 1.2(a)-(ii) | Name of your consortium (if applicable) |  |
| I | 1.2(a)-(iii) | What is the proposed legal structure of your consortium?  |  |
| I | 1.2(b)-(i) | Are you or, if applicable, your consortium proposing to use sub-contractors  | Yes [ ] No [ ]  |
| I | 1.2(b)-(ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor on whom you are relying in this procurement. We may ask them to complete this form as well.

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| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and/or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of the contractual obligations assigned to each sub-contractor |  |  |  |  |  |

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| **Section 1 – All Lots** |
| **Question Number** | **Question** | **Response** |
| I | 1.3 | Where applicable, please tell us which Lot(s) you wish to bid for: |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection criteria must complete and submit the Part 1 and Part 2 self-declaration.

(GUIDANCE: Questions marked with an “I” are for information only, however if you fail to respond comprehensively and accurately your Tender may be deemed non-compliant and rejected on these grounds. Questions marked with a “P/F” will be scored as pass or fail. Any potential supplier who receives a fail will be disqualified from the process and YPO will not proceed further with the evaluation of the Tender.)

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| **Section 2 – Grounds for mandatory exclusion** |
| **Question Number** | **Question** | **Response** |
| **P/F** | 2.1(a) | **Regulations 57(1) and (2)**The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Within the past five years, anywhere in the world, have you, your organisation or any person who has powers of representation, decision or control in the organisation been convicted of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
| Participation in a criminal organisation | Yes [ ]  \*No [ ] If Yes, please provide details at 2.1(b) |
| Corruption | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| Fraud | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| Terrorist offences or offences linked to terrorist activities  | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| Money laundering or terrorist financing | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| Child labour and other forms of trafficking in human beings | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland. | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland. | Yes [ ] \*No [ ] If Yes, please provide details at 2.1(b) |
| **P/F** | 2.1(b) | If you have answered yes to any part of question 2.1(a), please provide further details, including:* Date of conviction and the jurisdiction
* which of the grounds listed the conviction was for
* the reasons for conviction
* the identity of who has been convicted

If the relevant documentation is available electronically, please provide:* the web address,
* issuing authority,
* precise reference of the documents.
 |  |
| **P/F** | 2.1(c)  | If you have answered Yes to any part of question 2.1(a) please explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of relevant grounds for exclusion? (Self-cleaning) |  |
| **P/F** | 2.2(a) | **Regulation 57(3)** The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questionsHave you been found to be in breach of obligations to pay tax and social security contributions? | Yes [ ] \*No [ ]  |
| **P/F** | 2.2(b) | If you have answered yes to question 2.2(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines. |  |
| \*Please note: Where a potential supplier has answered yes to any of the above questions and provided further detail to support their Response, YPO after considering this information reserve the right to use its discretion to exclude or not exclude a potential supplier.  |

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| **Section 3 – Grounds for discretionary exclusion** |
| **Question Number** | **Question** | **Response** |
| **P/F** | 3.1 | **Regulations 57(8)** The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Within the past three years, anywhere in the world, have any of the following situations applied to you or your organisation? |
| **P/F** | 3.1(a) | Breach of environmental obligations | Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.1(b) | Breach of social obligations | Yes [ ] \*No [ ]  If Yes, please provide details at 3.2 |
|  **P/F** | 3.1(c) | Breach of labour law obligations | Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in an analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes [ ] \*No [ ]  If Yes, please provide details at 3.2 |
| **P/F** | 3.1(e) | Guilty of grave professional misconduct | Yes [ ] \*No [ ]  If Yes, please provide details at 3.2 |
| **P/F** | 3.1(f) | Distortion of competition? | Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.1(g) | Aware of any conflict of interest? | Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.1(h) | Been involved in the preparation of the procurement procedure | Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.1(i) | Performance deficiencies on a previous contract. leading to early termination, damages or other sanctions | Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.1(j)3.1(j)-(i)3.1(j)-(ii)3.1(j)-(iii)3.1(j)-(iv) | Do any of the following statements apply to your organisation?The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information.The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes [ ] \*No [ ] If Yes, please provide details at 3.2Yes [ ] \*No [ ] If Yes, please provide details at 3.2Yes [ ] \*No [ ] If Yes, please provide details at 3.2Yes [ ] \*No [ ] If Yes, please provide details at 3.2 |
| **P/F** | 3.2 | If you have answered Yes to any of the above, please explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)  |  |
| \*Please note: Where a potential supplier has answered yes to any of the above questions and provided further detail to support their Response, YPO after considering this information reserve the right to use its discretion to exclude or not exclude a potential supplier. |

**Part 3: Additional Selection Questions**

(GUIDANCE: Questions marked with an “I” are for information only, however if you fail to respond comprehensively and accurately your Tender may be deemed non-compliant and rejected on these grounds. Questions marked with a “P/F” will be scored as pass or fail. Any potential supplier who receives a fail will be disqualified from the process and YPO will not proceed further with the evaluation of the Tender.)

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| **Section 4 – Economic and Financial Standing** |
| **Question Number** | **Question** | **Response** |
| **P/F** | 4.1 | Potential suppliers must be in a sound financial position to participate in a procurement exercise of this size. Initially YPO will conduct an external credit reference check using Experian Business Express. YPO will accept Providers who score 51 or more on the Experian Business Express credit rating matrix without further investigation; however, YPO reserve the right to carry out further financial checks on potential supplier’s accounts. Where potential suppliers score 50 or under, YPO will carry out further financial checks on the potential suppliers accounts documents to ascertain the current financial position and in the event of any material concerns, potential suppliers may not be considered further and will be excluded from the Tender. Potential suppliers who do not have registered accounts with Experian Business Express must submit a copy of their profit & loss and balance sheet, **in English**, for the past two years. YPO may use alternative international credit agencies in order to gain a better understanding of a potential suppliers financial standing. A parent company and/or other guarantees of performance and financial standing may also be required if considered appropriate in the form of a guarantee or a performance bond.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).Please confirm your acceptance.  | Yes (PASS) [ ] No (FAIL) [ ]  |

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| **Section 5** |
| **Question Number** | **Question** | **Response** |
| **If you have indicated in the Selection Questionnaire question 1.1(o) and 1.1(p) that you have a parent company, please provide further details below:** |
| **Name of Parent Company** |  |
| **I** | 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes [ ] No [ ]   |
| **I** | 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes [ ]  No [ ]   |
| **I** | 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes [ ]  No [ ]   |

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| **Section 6 - Technical and Professional Ability** |
| **P/F** | 6.1 | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed, or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principalmember(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main Provider of the supplies or services, the information requested should be provided in respect of the main intended Provider(s) or subcontractor(s) who will deliver the contract.If you cannot provide examples, see question 6.2If the references supplied have not been performed in the last 3-5 years (as applicable) or are not of a similar size and nature to YPO specified requirements, then your bid will be disqualified and not evaluated further.  |

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|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation who signed the contract** |  |  |  |
| **Name of supplier who signed the contract** |  |  |  |
| **Customer point of contact**  |  |  |  |
| **Position in the customers organisation** |  |  |  |
| **Email address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

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| **P/F** | 6.2 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract. The information provided will be taken into account by YPO in considering whether or not you will be able to proceed any further in respect of this procurement.**If you have fully answered question 6.1 then bidders can ignore this question.**  |
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| **P/F** | 6.3 | Where you intend to subcontract a proportion of the contract, please confirm that you maintain healthy supply chains with your subcontractor(s) by using, but not limited to, methods such as supply chain management tracking systems to ensure performance of the contract, ensure prompt payment or are membership of the UK Prompt Payment Code (or equivalent schemes in other countries). YPO reserves the right to ask for evidence of this.  | Yes (PASS) [ ]  No (FAIL) [ ]  N/A [ ]   |

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| **Section 7 – Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015** |
| **I** | 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes [ ]  N/A [ ]   |
| **P/F** | 7.2 | If you have answered “Yes” to question 7.1, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes (PASS) [ ]  Please provide the relevant URL to view the statementNo (\*FAIL) [ ]  Please provide an explanation.\*The information provided will be taken into account by YPO in considering whether or not you will be able to proceed any further in respect of this procurement.N/A [ ]   |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at award stage.

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| **Section 8 – Additional Questions** |
| **8.1** | **Insurance** |
|  **P/F** | a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:Employers (Compulsory) Liability Insurance = £5million Public Liability Insurance = £5millionProduct Liability Insurance =£5millionIt is a legal requirement that all companies hold Employers (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes (PASS) [ ] No (FAIL) [ ]  |

|  |  |
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| **8.2** | **Past Performance** |
|  **P/F** | a. | Have you had any contract terminated for breach of contract in the last 3 years (this applies to any contract you have operated, not just in the public sector)? | Yes (\*FAIL - see 8.2 d) [ ] No (PASS) [ ]  |
| **P/F** | b. | Have you had any contract amended or varied due to poor performance or contractual non-compliance in the last 3 years (this applies to any contract you have operated, not just the public sector)? | Yes (\*FAIL - see 8.2 d) [ ] No (PASS) [ ]  |
| **P/F** | c. | Have you been subject to any performance or warning notices (or similar notices) issued to you regarding any contractual or performance issues? | Yes (\*FAIL - see 8.2 d) [ ] No (PASS) [ ]   |
| **P/F** | d. | If you answered yes to questions 8.2 (a) to (c) above can you explain what happened and what you have done to put matters right and provide copies of any relevant correspondence with the contracting body?\*The information provided will be taken into account by YPO in considering whether or not you will be able to proceed any further in respect of this procurement. |  |

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| **8.3** | **Compliance with Equality Legislation** |
|  **P/F** | a. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court in the UK, or in comparable proceedings in any jurisdiction other than the UK?For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.\*Potential suppliers who have answered “**Yes**” to this question must provide as an attachment a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please explain what actions (if any) you have taken to prevent unlawful discrimination reoccurring. Please note that Tenderers **may** be disqualified if they are unable to demonstrate to YPO’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | Yes (FAIL) [ ]  No (PASS) [ ]  \*See Guidance |
|  **P/F** | b. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors in the UK (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?\*Potential suppliers who have answered “**Yes**” to this question must provide as an attachment a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please explain what actions (if any) you have taken to prevent unlawful discrimination reoccurring. Please note that Tenderers **may** be disqualified if they are unable to demonstrate to YPO’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | Yes (FAIL) [ ]  No (PASS) [ ]  \*See Guidance |

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| **8.4** | **Environmental Management** |
|  **P/F** | a. | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?\*If potential suppliers answer yes to this question, they must supply details of the conviction or notice and details of any remedial action or changes they have made as a result of the conviction or notices served. YPO will not select Tenderers that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the YPO is satisfied that appropriate remedial action has been taken to prevent further occurrences/breaches. | Yes (FAIL) [ ]  No (PASS) [ ]  \*See Guidance |
|  **P/F** | b. | If your organisation uses sub-contractors, do you have processes in place to check whether any of the organisations have been convicted or had a notice served upon them for infringement of environmental legislation?Potential suppliers who self-certify that they meet the requirements will be required to provide evidence of this at award stage if they are successful. | Yes (PASS) [ ]  No (FAIL) [ ]  N/A [ ]   |

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| **8.5** | **Health and Safety** |
|  **P/F** | a. | Please self-certify that your organisation has an up to date Health and Safety Policy that complies with current legislative requirements.Tenderers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage. | Yes (PASS) [ ]  No (FAIL) [ ]   |
|  **P/F** | b. | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?\*If you answer yes to this question, please provide details of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.YPO will exclude Tenderers that have been in receipt of enforcement remedial action orders unless the Tenderers can demonstrate to the YPO’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | Yes (FAIL) [ ]  No (PASS) [ ]  \*See guidance |
| **P/F** | c. | If any work is to be sub-contracted do you have processes in place for selecting, monitoring and communicating with sub-contractors in relation to health and safety issues. (Please insert N/A if this question is not applicable to you) | Yes (PASS) [ ]  No (FAIL) [ ]  N/A [ ]   |

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| **8.6** | **General Data Protection Regulation (GDPR)** |
|  **P/F** | a. | Providers are to guarantee the implementation of appropriate technical and organisational measures and training to comply with General Data Protection Regulation (GDPR) and Data Protection Act (DPA), at no cost to YPO or customer(s), throughout the term of the Framework/Call-off.Please confirm your acceptance. | Yes (PASS) [ ]  No (FAIL) [ ]   |
|  **P/F** | b. | General Data Protection Regulations (GDPR)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.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 supplier’s/employee’s experience. Following contract award should the bidder be successful this will form part of the contractual relationship i.e. reviews, managing and monitoring suppliers.Please confirm your acceptance. | Yes (PASS) [ ] No (FAIL) [ ]  |

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| **8.7** | **Ethical Sourcing** |
|  **P/F** | a. | Please confirm that your organisation complies with any guidelines on ethical sourcing related to the requirements of this Tender. Tenderers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage. | Yes (PASS) [ ]  No (FAIL) [ ]   |

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| **8.8** | **Supply Chain Visibility** |
|  **P/F** | a. | Please confirm you have read and comply with the requirements stated within [Procurement Policy Note (PPN) 01/18: Supply Chain Visibility](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/698482/PPN_0118_Contract_Condition_for_Subcontracting__Supply_chain_spend_on_CF_final_.docx.pdf). | Yes (PASS) [ ]  No (FAIL) [ ]   |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted, and information contained in this complete document are correct and accurate, including Parts 1, 2 and where applicable Part 3.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

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| **All Sections – Contact details and declaration** |
| **Question** | **Response** |
| Contact name |  |
| Name of organisation |  |
| Role in organisation |  |
| Phone number |  |
| Email address |  |
| Postal address |  |
| Signature (electronic is acceptable) |  |
| Date |  |

**Section 5 – Mandatory Requirements**

# Introduction

1.1 This section of the Invitation to Tender sets out YPO’s mandatory requirements (MR) relating to this Framework Agreement.

1. **Tenderers Response to Technical and Commercial Mandatory Requirements**

2.1 The questions within this section are scored as Pass or Fail. Failure by the Tenderer to meet any of the Mandatory Requirements and/or submit any information requested will usually mean failure to be accepted onto the Framework Agreement and could mean that the Tender is dismissed without the evaluation being completed.

3 Technical Mandatory Requirements

3.1 The tables below set out YPO’s Technical Mandatory Requirements (MR Tech) relating to this Framework Agreement.

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| **TABLE 3.2: SPECIFICATION** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 1 | Please confirm that you can meet the specification stated in Section 3 above for the Lots you are bidding for. Any suppliers who fail to meet these requirements will be disqualified from the process. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 2 | Please confirm that your services adhere to the relevant Legislative requirements stated in the specification (Section 3) above for the Lots you are bidding for. Any suppliers who fail to meet these requirements will be disqualified from the process. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 3 | Tenderers must be able to deliver all services stated in the specification above from the commencement date of this Framework Agreement. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |

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| **TABLE 3.3: QUALITY** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 4 | The ingredients used in the manufacture shall be of good quality, in sound condition, free from taint, infestation and mould. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 5 | All items supplied must have traceability downstream. YPO must be able to trace products from end user through to the manufacture along with batch number and production date.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 6 | In exceptional circumstances YPO may request third party analysis, product or installation testing (i.e. visual, chemical, microbiological and sensory) which must be actioned immediately, costs covered by the Provider. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 7 | YPO or its representatives reserve the right to conduct a site visit at any point throughout the life of the contract in order to audit the Provider. Failure to meet Ethical Trade Initiative (or equivalent) audit standards will be considered a contract breach. This may mean that a Provider's submission is disqualified, a specific order is cancelled, or termination of the contract. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 8  | All products must be provided with a minimum warranty/guarantee period of 60 months. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 9 | All products must be fit for purpose, durable and comply with relevant legislation. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 10 | YPO and YPO customers reserve the right to recover costs both operational and administrative in the dealing with but not limited to the following scenarios:* + - * Goods being removed from sale and being prepared for return to the Provider due to a product recall, faulty product and/or packaging issues
			* A foreign body being found within a product by YPO or a YPO customer – investigation and costs to 3rd party.
			* Goods not meeting an agreed standard or specification

The cost will be calculated by YPO and an invoice raised and forwarded to the Provider for payment to standard terms.Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 11 | A technical file should be available for every product quoted prior to purchase/receipt by YPO. YPO will work with Providers to assist them in the preparation of this information if not available at the time of quote. This must consist of all relevant label and packaging information, bill of materials, risk assessment, and all applicable test reports etc. Please confirm your acceptance. | YES (PASS) |  |
| NO (FAIL) |  |

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| **TABLE 3.4: LOGISTICS** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 12 | Please confirm that when making deliveries to YPO or YPO customers:* All deliveries must be made by personnel wearing clean, protective clothing and an identification badge bearing the company name and the person’s name.
* Speed limits at sites must be observed and if no speed limits are shown then 5 miles per hour must not be exceeded.
* Vehicles must have their engines switched off whilst parked or making a delivery.
* Deliveries must be accompanied by a delivery note showing quantity, description and order number.
* The delivery note must be given to the receiving officer at the beginning of the delivery so that goods can be checked at the time of the delivery.
 | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 13 | All products must be delivered, carriage paid, to the designated delivery point, by the required delivery date, as required, during the contract period. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 14 | All small load premiums will be charged at the ordered volume and not the delivered volume.Please confirm your acceptance.  | NO(FAIL) |  |
| NO(FAIL) |  |
| MR Tech 15 | Unless otherwise agreed the supplier will ensure all products are delivered within 72 hours of an order. Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 16 | In the event of the 72-hour lead time not being met, the supplier will contact the customer and put alternative solutions in place. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech17 | If the supplier is unable to make a delivery and having been given opportunity to obtain product from a third party is unable to do so within the contracted lead time, the customer may buy the product from elsewhere (using best endeavours to mitigate cost) and recharge the supplier any difference in costs.Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 18 | Security of Supply – suppliers should be able to provide evidence that procedures are in place to manage and resolve any delay or failure in their ability to supply the product resulting from vehicle/tanker breakdowns, driver illness/holidays, depot/terminal issues, localised/national product shortage or industrial action.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 19 | In the event of severe weather and/or national product shortage, the supplier may request extended delivery times for a short period by contacting YPO and advising of the reasons and length of extension.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 20 | In the event of spillage, the supplier will remove the spill at their own cost and to the customer’s satisfaction.Please confirm your acceptance. |  YES (PASS) |  |
|  NO (FAIL) |  |
| MR Tech 21 | Customer Priority – Whilst emergency services are expected to be at the top of any priority list, other customers (such as Local Authorities, Care Homes, Educational Establishments, etc) may request to know where they are positioned on such a list.Please confirm your acceptance. | YES (PASS) |  |
| NO (FAIL) |  |
| MR Tech 22 | Adherence with Renewable Transport Fuels Obligation (RTFO) and or equivalent – Suppliers should be aware and comply with the requirements.Please confirm your acceptance. | YES (PASS) |  |
| NO (FAIL) |  |

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| **TABLE 3.5: SUSTAINABILITY** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 23 | Clear Environmental / Ethical Standards – Suppliers, whether blenders of biofuel or distributors, should ensure that the biofuels they blend/distribute have had minimal social, economic and environmental impacts in their production. Suppliers are expected to have an audit programme and/or supply chain management procedure to track biofuels to ensure that, where possible, the fuel has originated from sustainable sources.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 24 |  Providers shall use reasonable endeavours to ensure that equipment used in the manufacture, storage, delivery and disposal of the items supplied to YPO or customers have the least possible harmful impact on the environment.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |

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| **TABLE 3.6: DELIVERY** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 25 | All items to be securely packed to meet health and safety requirements. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |

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| **TABLE 3.7: CUSTOMER SERVICE** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 26 | Any customer complaints must be investigated and responded to within 48 hours. If required, the Provider must deliver replacement product(s) free of charge. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 27 | Any query from a customer or YPO (whether by telephone or email) should be responded to as soon as is possible and in any event within 24 hours. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 28 | Product/Technical Support – This should be available to YPO and customers, to include but not be limited to; product specifications, delivery regulations, fuel management and industry developments. Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 29 | The Provider(s) will provide appropriate user training at the time of installation of each machine (or such other date as agreed with the YPO or the Customer) All training will be free of charge.An instruction and/or operators handbook must be delivered with every machine at the time of delivery.Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 30 | Providers cannot substitute or amend a specification of a product without YPO’s approval. Where a substitute product is proposed, it must be to an equivalent or greater standard than the item it will replace and available at the same or reduced price. Providers must advise YPO of the changes at least 30 days in advance. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 31 | Any product discontinuations must be communicated to YPO in writing including a discontinuation date within 48 hours of the Provider being aware of the discontinuation. If there is another suitable comparable alternative to this product which meets the requirements stated in these documents, then the Provider must inform YPO. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Tech 32 | YPO require specific contact points within the Providers organisation. The persons named must have responsibility for the servicing of the contract. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |

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| **TABLE 3.8: ACCOUNT MANAGEMENT** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Tech 33 | YPO and its customers expect providers to be able to offer an online platform, either web-portal, smartphone app or suitable alternative to view billing, order history and product information. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |

**4 Commercial Mandatory Requirements**

4.1 The tables below set out YPO’s Mandatory Commercial Requirements relating to the provision of the services.

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| **TABLE 4.1: REBATES** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Comm 1  | For lots 1 to 39, YPO’s rebate will be 0.25 pence per litre, this will be paid on all litres delivered as part of the framework within 28 days of being invoiced.For lot 40, YPO’s rebate will be 1% on all works/services conducted. For lot 41, YPO’s rebate will be 0.25 pence per litreThese rebates will be reviewed upon the extension of the contact in October 2021.Spend Data and Management Information must be received from the supplier on a monthly basis. Spend data will be provided using the YPO Spend Portal.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |

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| **TABLE 4.2: PRICES** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Comm 2 | Prices tendered **must include all costs to the customer, the invoiced price will include margins tendered, small load premium where applicable, YPO Rebate and fuel costs**. There must be no additional charges either quoted or added to invoices. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MRComm 3 | Specific pricing for these products or services is to be entered into the relevant Pricing Schedule and must relate to the minimum product specification required for this Tender. Prices are to be uploaded as part of your Tender submission via the YPO eProcurement system. Under no circumstances e-mail the prices to YPO. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Comm 4 | All charges/prices must be expressed in pounds sterling and should be exclusive of VAT. Please note that all pricing information will form the basis of any resultant Framework Agreement. Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Comm 5 | YPO reserve the right to reject any submissions where prices are deemed unsustainable. If YPO considers prices to be unsustainable the Tenderer may be required to provide appropriate evidence.Please confirm your acceptance. | YES (PASS) |  |
| NO(FAIL) |  |
| MR Comm 6 | Prices submitted for this Tender for Lots 1 – 38 only, must be fixed for an initial period of 24 months from the commencement of this contract. After this period method of call off will be further-competition only and any pricing will be established during further-competition stage. Please confirm your acceptance. Pricing submitted by suppliers must be in the same format as displayed in the attached Pricing Formula document, **Appendix 1 -** **Pricing Matrix**. Unless a change is agreed between YPO and the supplier.  | YES (PASS) |  |
| NO(FAIL) |  |
| MR Comm 7 | Each Lot is on a bulk basis where Providers are required to submit a bid for all the lines per Lot, any Provider that has not submitted a bid for every line within a Lot will be disqualified and may not be evaluated further.Please confirm your acceptance. | YES (PASS) |  |
| NO (FAIL) |  |

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| **TABLE 4.3: FRAMEWORK AGREEMENT** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Comm 8 | Tenderers are required to agree to the terms and conditions of the Framework Agreement and Call-off Terms and Conditions draft copies of which have been included as part of the Tender documentation. **PLEASE NOTE THAT YPO WILL NOT ACCEPT ANY AMENDMENTS TO THE FRAMEWORK AGREEMENT OR THE CALL-OFF TERMS AND CONDITIONS THAT HAVE NOT BEEN RAISED AS PART OF THE CLARIFICATION QUESTION STAGE IN ACCORDANCE WITH THE PROCESS.** **Any Tenderer 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.**Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |

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| **TABLE 4.4 : MANAGEMENT INFORMATION** |
| **Ref** | **Requirement** | **Insert (x) into the appropriate box** |
| MR Comm 9 | The successful Tenderers will be required to supply YPO with accurate management information on a monthly basis, which will form the key performance indicators of the contract. Information including sales reports, delivery and quality performance reports, query invoice reports, rebate/commission payments, account management, sustainability and customer complaint reports will be provided to YPO for the full duration of the Framework Agreement. Please see **the following** for information (Management of the Framework Agreement). Please confirm your acceptance.  | YES (PASS) |  |
| NO(FAIL) |  |

**Supply Information**

# PLEASE PROVIDE THE RESPONSE REQUIREMENT – This is for information only.

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| **TABLE 3.1: GEOGRAPHIC COVERAGE** |
| **Reference** | It is recognised that the distribution of liquid fuel may be on a regional basis, therefore please indicate (in the table below) which area(s) your organisation is able to supply or anticipate being able to supply in the future. Please note that your organisation doesn’t have to be able to supply the whole area to express an interest. |
| SI1 | Current (✓ / x) | Future (✓ / x) |
| East of England |  |  |
| East Midlands |  |  |
| London |  |  |
| North East |  |  |
| North West |  |  |
| South East |  |  |
| South West |  |  |
| West Midlands |  |  |
| Yorkshire and the Humber |  |  |
| Wales |  |  |
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| **TABLE 3.2: TERMINAL / DEPOT LOCATIONS** |
| **Reference** | **Requirement – Please provide details of the terminal(s) and / or depot(s) that would be used by your organisation to supply customers using the framework and the geographic are(s) each shall be supplying. Please add more rows where necessary.** |
| SI2 | **Terminal / Depot** | **Geographic Area(s) Served** | **Capacity of Tanks** | **No. of employees** |
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| **TABLE 3.3: FLEET INFORMATION** |
| **Reference** | **Please provide details on the fleet of distribution tankers/vehicles that would be used by your organisation to supply under this Framework. Please add additional rows where necessary.** |
| SI3 | **Terminal / Depot** | **Vehicle Type** | **Tanker Size** | **No. of Vehicles** |
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| **TABLE 3.4: THIRD PARTY DISTRIBUTORS** |
| **Reference** | **Please identify what (if any) third party distributors would be used by your organisation to undertake the framework and include detail on your relationships and the areas they serve.** |
| SI4 |  |

 |

1. **Management of the Framework Agreement**

5.1 The performance of the Framework Agreement shall be managed by both YPO and the Provider and regular appropriate review meetings held. During the first six months of the Framework a meeting in alternate months may be required and the Provider will be expected to keep in contact with YPO by telephone and / or email each week.

5.2 Management information must be received from the Provider on a monthly basis, and the exact format will be agreed with the Provider prior to the start of the Framework. The minimum requirements are outlined below.

5.3 The information supplied shall form the Key Performance Indicators (KPI’s) of the Framework.

The KPI’s shall include:

* + 1. Sales Management Information, including products sold, volumes distributed, value of sales and price fluctuations.

5.3.2 **Special Public Sector Benchmarking and Trend Analysis**

* The collaborative procurements agenda encourages sharing of information and best practise between local authorities and the contract performance will be robustly benchmarked throughout the contract period.

5.3.3 **Delivery and Quality performance reports:**

* Total number of order lines delivered
* No of late deliveries outside agreed window i.e. time and day
* Number of orders with any rejection due to damage or incorrect specification.

5.3.4 **Rebate Payments (If applicable)**

* Notification that the rebate payments are paid timely and accurately

5.3.5 **Account Management:**

* A report outlining the activity of the account manager(s) that interact with this contract.

5.3.6 **Sustainability:**

* An annual report to give your annual improvements (from the award of the contract) regarding sustainability performance within your company. Details will be agreed at the award of the Framework.

5.3.7 **Continuous Improvement:**

* Providers are able to suggest possible improvements in efficiency that can be achieved in the transactions (including order receipt, physical, financial) between YPO members and the Provider.

5.4 These KPI’s shall apply to the full contract period unless modifications and appropriate timescales are agreed between both parties at the contract reviews.

5.5 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.

**Section 6 – Award Criteria**

# Introduction

* 1. This section of the Invitation to Tender sets out YPO’s Award Criteria requirements (AC) relating to this Framework Agreement.
	2. **Tenderers who fail to respond to any of the Award Criteria questions or who score zero (0) will be disqualified.**
	3. The Tenderers Responses to each of the Award Criteria questions will be scored and weighted as shown below. These scores will determine the most economically advantageous Tenders that will be accepted onto the Framework Agreement.
	4. A statement that a particular requirement will be met is not in itself sufficient. **Such Responses, or Responses that are ambiguous, may be taken as failing to meet the Requirement**. Detailed information regarding how, when and to what extent a Requirement can be met must be provided where appropriate. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with the reason why. **Where a Tenderer has already provided information that addresses a specific requirement in another question, this information should be re-stated in their Tender, not simply referenced. Please note that any Response simply making reference to handbooks, marketing material or accreditations and not describing how this will be applied to the Requirement will not be accepted.**

 **Please provide Responses clearly and concisely in a question answer format.**

1. Technical Award Criteria
	1. The tables below set out YPO’s Technical Award Criteria and weightings relating to the provision of the services.

**For lots 1 to 39** - Please ensure you complete the highlighted quality, delivery, customer service and account management award criteria.

**For lots 40 and 41 -** Please ensure you complete the highlighted quality and account management award criteria.

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| * 1. **TABLE: AWARD CRITERIA TECHNICAL: FOR LOTS 1 TO 39 ONLY QUALITY, DELIVERY, CUSTOMER SERVICE & ACCOUNT MANAGEMENT (20%)**
 |
| **Ref** | **Requirement** | **Response Requirements** | **Award out of 100**  |
| AC1 - A | **Quality Assurance:** The suppliers must ensure that YPO customers receive products throughout the life of the contract to the stated minimum specification. | Please describe and provide evidence of a robust or an accredited quality system relating to liquid fuels. Detail how your quality policy is applied, appropriate to the category of products you supply.Higher marks can be achieved by Tenderers who provide detailed evidence of how quality is monitored throughout the whole product lifecycle that is backed up by analytical data and relevant processes to ensure adequate continuity of supply | 10 |
| **Response:** |
| AC2 - A | **Collection and disposal of incorrect or damaged goods:** The Tenderer must have a robust process in place.  | Please describe your process for collection of goods provided to YPO or YPO’s customers that do not meet the specification or have been supplied damaged or have been damaged in transit/delivery. Higher marks will be awarded to Providers who give full details of the process including collection timescales and disposal timescales including reimbursement to YPO or the relevant customer.  | 10 |
| **Response:** |
| AC3 - A | **Environmental Initiatives:** | Please detail your environmental strategy and your commitment to green initiatives, including but not limited to; * Carbon reduction activities
* Environmental policies
* Green achievements and targets.

Higher marks will be awarded to those suppliers who detail clear goals, objectives and targets with the ability to demonstrate the investment and subsequent savings realised.  | 5 |
| **Response:** |
| AC4 - A | **Security of Supply – YPO customers expect suppliers to provide a continuous service with minimal disruption to supply.**  | Please detail the procedures your organisation fully has in place to ensure security of supply to Framework customers. The response should include supply agreements, depot storage, vehicle coverage, etc.Higher marks will be awarded to suppliers who can provide extensive detail regarding how their procedures will limit customer inconvenience and provide a robust supply.  | 25 |
| **Response:** |
| AC5 - A | **Delivery Lead Time – Customers will expect deliveries within 72 hours upon order placement, and this will be a Key Performance Indicator for Supplier Management.** | Please identify and evidence procedures in place to manage deliveries within the standard lead time of 72 hours referring to any performance monitoring and resolution of lead time issues.Higher marks will be provided to those suppliers who can evidence how they will meet the stipulated delivery times, with examples of similar customers and how they serviced this requirement. | 20 |
| **Response:** |
| AC6 – A | **Volume tolerances – customers will expect a maximum delivery tolerance of 5%** | Please identify and evidence the processes in place to achieve this tolerance level. Please detail any tolerances used by your organisation.Higher marks will be provided to suppliers who can provide comprehensive evidence of managing tolerance levels and relevant prior experience.  | 5 |
| **Response:** |
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| AC7 - A | **Account Managers and designated YPO contacts – Customers will expect designated supplier contacts to deal with ordering, deliveries, invoices and framework queries.** | Please detail the staff YPO and its customers would contact and the proactive way they would liaise with YPO in order to benefit customers and improve service.Higher marks will be provided to suppliers who provide detailed structure charts, employee biographies and planned relationship management.  | 10 |
| **Response:** |
| AC8 - A | **Product / Technical Support – customers may require support in order to change products or provide reports.** | Please detail what product / technical support would be available, paying particular attention to what guidance can be provided on product specification, fuel management and industry developments/regulation.Higher marks will be awarded to those suppliers that can demonstrate clear system and personnel support with details of previous experience. | 5 |
| **Response:** |
| AC9 - A | **Complaints Procedure – customers require a clear process for complaints and escalations.** | Please detail your complaints procedure, detailing actions that would be taken in the event of a complaint from a customer.Higher marks will be provided to suppliers who demonstrate a robust complaints procedure evidencing prior experience, personnel, flow charts that show resolutions are made in a timely manner.  | 5 |
| **Response**:  |
| AC10 - A | **Contract Performance – as part of the framework management, YPO will utilise KPIs to ensure a high level of performance.**  | Please detail how you measure and manage contract performance in key areas. Your response should include areas such as delivery, provision of pricing, provision of management information as well as any other areas identified by your organisation.Higher marks will be awarded to suppliers who demonstrate clear, robust processes on how they will manage the framework, evidencing systems, statistics and prior experience.  | 5 |
| **Response**: |

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| 2.3 **TABLE: AWARD CRITERIA TECHNICAL: FOR LOT 40 ONLY**  **QUALITY AND ACCOUNT MANAGEMENT (50%)** |
| **Ref** | **Requirement** | **Response Requirements** | **Award out of 100** |
| AC1 - B | **Project Management:**  | Please detail the management process for ensuring tasks are completed to time and to schedule. Answers should include; * Roles and responsibilities
* Process mapping
* Quality control
* Contingency planning
* Service delivery and aftercare support

Higher marks will be awarded to comprehensive responses that clearly demonstrate how a positive customer journey and positive project outcome will be achieved. | 50 |
| **Response:** |
| AC2 - B | **Case Studies:**  | Please detail relevant past experience in similar works applicable to the customers who may use this framework, case studies should include: * Value of works
* Scale of works
* Customer details
* Project Management
* Delivery plan

Maximum of 1000 words per case study. Higher marks will be awarded to suppliers who provide comprehensive case studies that detail prior experience and  | 20 |
| **Response:** |
| AC3 -B | **Aftercare Service:** | Please detail all relevant warranties, guarantees and additional aftercare service that you will provide to customers. Higher marks will be awarded to suppliers who provide additional value to customers.  | 15 |
| **Response:**  |
| AC4 - B | **Environmental Initiatives:** | Please detail your environmental strategy and your commitment to green initiatives, including but not limited to; * Carbon reduction activities
* Environmental policies
* Green achievements and targets.

Higher marks will be awarded to those suppliers who detail clear goals, objectives and targets with the ability to demonstrate the investment and subsequent savings realised. | 15 |
| **Response:** |

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| * 1. **TABLE: AWARD CRITERIA TECHNICAL: LOT 41**

 **QUALITY & ACCOUNT MANAGEMENT (50%)** |
| **Ref** | **Requirement** | **Response Requirements** | **Award out of 100** |
| AC1 - C | **Account Managers and designated YPO contacts – Customers will expect designated contacts within the supplier to deal with queries and complaints.** | Please detail personnel YPO and its customers would contact and the proactive way your staff would liaise with YPO in order to benefit customers and improve service.Higher marks will be provided to suppliers who provide detailed structure charts, employee biographies and planned relationship management. | 20 |
| **Response:** |
| AC2 - C | **Product / Technical Support – customers may require support in order to change products or provide reports.** | Please detail what product / technical support would be available, answers should include but not limited to:Fuel Card FunctionalityFraud PreventionSecurityCustomer Service and Account ManagementContinuous ImprovementInvoicing and Payment ToolsHigher marks will be awarded to those suppliers that can demonstrate clear system and personnel support with details of previous experience.  | 20 |
| **Response:** |
| AC3 - C | **Contract Performance – as part of the framework management, YPO will utilise KPIs to ensure a high level of performance.**  | Please detail how you measure and manage contract performance in key areas. Your response should include areas such as delivery, provision of pricing, provision of management information as well as any other areas identified by your organisation.Higher marks will be awarded to suppliers who demonstrate clear, robust processes on how they will manage the framework, evidencing systems, statistics and prior experience.  | 10 |
| **Response**: |
| AC4 - C | **Online System: Web Portal**  | Please detail the online/ web portal offering that you can provide, please include the following (but not limited to): User functionality ReportingComplaint logAdded servicesCase studiesScreenshotsHigher marks will be awarded to suppliers who can demonstrate how the system will support customers in managing their fuel consumption, billing and issue resolution in a timely and efficient manner. | 50 |
| **Response**: |

1. Commercial Award Criteria
	1. YPO’s Commercial Award Criteria and weightings is set out in the below tables relating to the provision of the services. Below is the pricing formulas that the submissions will be calculated against unless a change is agreed between YPO and the suppliers.

**Price Conversion Factors** – unless otherwise specified, the following conversion factors will be used at all times throughout the duration of the Framework to calculate the price. These are for information only:

|  |  |
| --- | --- |
| **Product** | **Conversion Factor – litres per tonne** |
| Gas Oil | 1183 |
| Kerosene | 1250 |
| Medium Fuel Oil | 1079 |
| Ultra Low Sulphur Diesel | 1183 |
| Ultra Low Sulphur Petrol | 1325 |
| Biodiesel | 1133 |
| High Octane (super) unleaded petrol | 1325 |
| Ethanol T2 | 1000 |

**Pricing Formula – The following price formulas will apply unless a change is agreed between YPO and the suppliers.**

**Gas Oil**

(PD CIF 10ppm / Ex. rate / 1183) \* 100 \* (1-RTFO)

+

(PB FOB / Ex. rate / 1133) \* 100 \* RTFO

+

Government Duty + GHG + DF+ Supplier Margin\* + rebate + SLP = **Delivered Price (pence per litre)**

Where:

RTFO = Obligated % rate under RTFO (Currently 8.4%, or 0.084 as a fraction)

GHG = Greenhouse Gas Obligation (currently 0.42ppl)

DV = Developmental Fuel obligation (Currently 0.08ppl)

PD CIF = Mean of previous periods MID CIF Diesel 10ppmS UK quote (NWE/ARA) Platts Quote AAVBH00

Ex. Rate = Mean of previous periods US $ / UK £ as published in the Financial Times

PB FOB = Mean of previous periods FOB ARA Barges Biodiesel FAME -10 RED Platts Quote AAWGH00

**Diesel (ULSD)**

(PD CIF 10ppm / Ex. rate / 1183) \*100 \* (1-RTFO)

+

(PB FOB / Ex. rate / 1133) \* 100 \* RTFO

+

Government Duty + GHG + DF Supplier Margin\* + rebate + SLP = **Delivered Price (pence per litre)**

Where:

RTFO (Renewable Transport Fuels Obligation) = Obligated % rate under RTFO (Currently 8.4%, or 0.084 as a fraction)

GHG = Greenhouse Gas Obligation (currently 0.42ppl)

DV = Developmental Fuel obligation (Currently 0.08ppl)

PD CIF = Mean of previous periods MID CIF Diesel 10ppmS UK quote (NWE/ARA) Platts Quote AAVBH00

Ex. Rate = Mean of previous periods US $ / UK £ as published in the Financial Times

PB FOB = Mean of previous periods FOB ARA Barges Biodiesel FAME -10 RED Platts Quote AAWGH00

**Unleaded Petrol (ULSP)**

PD CIF 10ppm / Ex. rate / 1325 \* 100 \* 95% (100 - max BS ethanol))

+

PE FOB / Ex. rate / 1000 \* 100\* 5% (max BS Ethanol)

+

(PB FOB/ Ex Rate / 1133 \* 100 – PD CIF/ Ex Rate/1183\*100) \* (RTFO – 5%)

+

 Government Duty + GHG + DF + Supplier Margin + rebate + SLP = **Delivered Price (pence per litre)**

Where:

RTFO = Obligated % rate under RTFO (Currently 8.4%, or 0.084 as a fraction)

GHG = Greenhouse Gas Obligation (currently 0.31ppl)

DV = Developmental Fuel obligation (Currently 0.08ppl)

PD CIF = Mean of previous periods MID CIF Gasoline 10ppmS NWE/ARA Platts Code AAXFQ00

Ex. Rate = Mean of previous periods US $ / UK £ as published in the Financial Times

PE FOB = Mean of previous periods MID Ethanol T2 FOB Rotterdam Barge Platts Code AAYDT00

PD CIF = Mean of previous periods MID CIF Diesel 10ppmS UK quote (NWE/ARA) Platts Quote AAVBH00

PB FOB = Mean of previous periods FOB ARA Barges Biodiesel FAME -10 RED Platts Quote AAWGH00

BS EN228 max percentage of ethanol (currently 5%)

**Kerosene**

Jet (CIF NWE)/ Ex. rate / 1250 \* 100

+

Supplier Margin + rebate + SLP = Delivered Price (pence per litre)

Where:

PD CIF = Mean of previous periods MID CIF Jet UK quote NEW Platts Code JAAAU00

Ex. Rate = Mean of previous periods US $ / UK £ as published in the Financial Times

SLP = Small load premium

**Heating Oil corresponding to BS 2869 Class D** – *please price this against the Kerosene pricing format below. YPO accept this might mean higher margin figures but believe this will help reduce the total cost.*

Jet (CIF NWE)/ Ex. rate / 1250 \* 100

+

Supplier Margin + rebate + SLP = Delivered Price (pence per litre)

Where:

PD CIF = Mean of previous periods MID CIF Jet UK quote NEW Platts Code JAAAU00

Ex. Rate = Mean of previous periods US $ / UK £ as published in the Financial Times

SLP = Small load premium

**There is nil duty payable on this product and must be used for Heating Purposes only and this must to annotated on the delivery note and invoice.**

**Platts** –

|  |  |  |
| --- | --- | --- |
| **Product** | **Platts Quote** | **Platts Code** |
| **Gas Oil** | Diesel 10ppm UK (CIF NWE) | AAVBH00 |
| Biodiesel FAME -10 (RED) (FOB ABA Barges) | AAWGH00 |
| **Kerosene** | Jet (CIF NWE) | JAAAU00 |
| **Diesel** | Diesel 10ppm UK (CIF NWE) | AAVBH00 |
| Biodiesel FAME -10c (RED) (FOB ABA Barges) | AAWGH00 |
| **Petrol** | Gasoline 10ppm (CIF NWE) | AAXFQ00 |
| Fuel grade ethanol T2 (FOB Barges) | AAYDT00 |

**Suppliers should be obliged under the Contract to comply with all applicable legislation. The cost of complying with legislation which is current or foreseen at the time of the Contract should be built into the price, and so be the responsibility of the supplier.**

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| * 1. **TABLE: AWARD CRITERIATECHNICAL: Lots 1 to 39**

 **COST (80%)** |
| **Ref** | **Requirement** | **Response Requirements** | **Award out of 100** |
| AC11 – A | **Quotes:** Please submit your pence per litre **Weekly Price Margins** in the pricing schedule - Appendix 1 for the lots you are bidding for. You do not need to provide a quote against every Lot but will only be considered as a supplier for those Lots you have quoted against. Suppliers must submit prices against all lines within a lot, otherwise they might be disqualified. For Lot 39 tenderers will get full marks for this question as prices will be established at further-competition stage.Please submit your **Small Load Premiums** on the tab. These will be added to the weekly price margin pence per litre to achieve the total price. This is for information only and will not be evaluated, however this information will form part of terms and conditions. Please submit your improved payment terms discounts on the tab marked **Payment Discounts** – these will not these will not constitute part of the evaluation, but will form part of terms and conditions.Some customers may require daily pricing and the pence per litre discount should still be applied for all customers.  | Please complete the pricing schedule in **Appendix 1 (Pricing Schedule)** and upload onto the YPO eProcurement system as part of your Tender submission.Price evaluation will be conducted using the CIPFA % difference model. The submitted price is compared using a % price difference model and then scored against using the weighted criteria. The % price difference model allocates the lowest price submission the highest score and the highest price the lowest score. The price % difference is scored on the % difference between the lowest price and the price submitted. Where a submitted price exceeds the lowest price submission by more than 100%, this will result in the Tenderer being awarded a 0 for price.  | 95 |
| **Response:** |
| AC12 - A | **Conditional Rebates:** In additional to the mandatory rebate in MR COMM 1, please give details of any additional volume or value rebates you would like to be considered. Conditional rebates will be assessed separately from quotations above.  | Please give details of any additional volume or value rebates you would like to be considered. Responses should make clear whether the rebate includes the mandatory requirement or not. Suppliers who chose to not supply an additional rebate will be scored 0 on this requirement. | 5 |
| **Response:** |

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| * 1. **TABLE: AWARD CRITERIATECHNICAL: Lot 40**

 **COST (50%)** |
| **Ref** | **Requirement** | **Response Requirements** | **Award out of 100** |
| AC5 - B | **Quotes:** Please submit prices in the pricing schedule provided. This is for information and benchmarking purposes only.For Lot 40 tenderers will get full marks for cost as prices will be established at further competition stage. | Please complete the pricing schedule in **Appendix 1 (Pricing Schedule)** and upload onto the YPO eProcurement system as part of your Tender submission. | 95 |
| **Response:** |
| AC6 - B | **Conditional Rebates:** In additional to the mandatory rebate in MR COMM 1, please give details of any additional volume or value rebates you would like to be considered. Conditional rebates will be assessed separately from quotations above.  | Please give details of any additional volume or value rebates you would like to be considered. Responses should make clear whether the rebate includes the mandatory requirement or not.Suppliers who chose to not supply an additional rebate will be scored 0 on this requirement. | 5 |
| **Response:** |

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| * 1. **TABLE: AWARD CRITERIATECHNICAL: Lot 41**

 **COST (50%)** |
| **Ref** | **Requirement** | **Response Requirements** | **Award out of 100** |
| AC6 - C | **Quotes:** Please submit prices in the pricing schedule provided. This is for information and benchmarking purposes only.For Lot 41 tenderers will get full marks for cost as prices will be established at further competition stage. | Please complete the pricing schedule in **Appendix 1 (Pricing Schedule)** and upload onto the YPO eProcurement system as part of your Tender submission.  | 95 |
| **Response:** |
| AC7 - C | **Conditional Rebates:** In additional to the mandatory rebate in MR COMM 1, please give details of any additional volume or value rebates you would like to be considered. Conditional rebates will be assessed separately from quotations above.  | Please give details of any additional volume or value rebates you would like to be considered. Responses should make clear whether the rebate includes the mandatory requirement or not.Suppliers who chose to not supply an additional rebate will be scored 0 on this requirement. | 5 |
| **Response:** |

**Section 7** **– Sign Off and Completion**

## General

### 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 section 13, if you have any doubt as to what is required or will have difficulty in providing the information requested.

### 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. All material issued in connection with this ITT 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.
	2. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Tender.
	3. 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.
	4. YPO shall not be committed to any course of action as a result of:
1. issuing this ITT or any invitation to participate in this procurement exercise;
2. an invitation to submit any Response in respect of this procurement exercise;
3. communicating with a Tenderer or a Tenderers representatives or agents in respect of this procurement exercise; or
4. any other communication between YPO (whether directly or by its agents or representatives) and any other party.
	1. Tenderers shall accept and acknowledge that by issuing this ITT, YPO shall not be bound to accept any Tender Responses and reserves the right not to conclude a Framework Agreement for some or all of the goods/services for which Tenders are invited.
	2. YPO reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.
5. Confidentiality
	1. The contents of this ITT are being made available by YPO on condition that:
		1. Tenderers shall at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save insofar as they are already in the public domain;
		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;
		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
		4. Tenderers shall not undertake any publicity activity within any section of the media.
		5. Tenderers may disclose, distribute or pass any of the Information to the Tenderers advisers, sub-contractors or to another person provided that either:
			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. The Tenderer obtains the prior written consent of YPO in relation to such disclosure, distribution or passing of Information; or
			3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or
			4. The Tenderer is legally required to make such a disclosure.
	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 Framework Agreement 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 4.1 to 4.4 below).
6. General Data Protection Regulations (GDPR)
	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.
	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 supplier’s/employee’s experience.  Following contract award should the bidder be successful this will form part of the contractual relationship i.e. reviews, managing and monitoring suppliers.
	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.
7. Freedom of Information
8. 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.
	2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
		1. Clearly identify such information as commercially sensitive;
		2. Explain the potential implications of disclosure of such information; and
		3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
	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. 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.
9. Tender Validity
	1. Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.
10. Preparation of Tender
	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, suppliers or advisers in this process.
	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.
	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.
	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.
11. Submission of Tenders
	1. The Tender must be submitted in the form specified in the Form of Tender instructions.
	2. YPO may at its own absolute discretion extend the closing date and the time for receipt of Tenders.
	3. Any extension granted under paragraph 7.2 will apply to all Tenderers.
	4. The Tender and any documents accompanying it must be in the English language.
	5. 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.
	6. Tenders must be received via the YPO 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.
	7. YPO does not accept responsibility for the premature opening or mishandling of Tender Samples (if requied) that are not submitted in accordance with these instructions.
12. **Canvassing**
	1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of YPO or its members concerning the establishment of the Framework Agreement 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.
13. Disclaimers
	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.
	2. Neither YPO, nor any relevant OCA’s nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
		1. makes representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
		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.
	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.
	4. Any Framework Agreement concluded as a result of this ITT shall be governed by English law.
14. Collusive Behaviour
	1. Any Tenderer who:
15. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
16. 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
17. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
18. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
19. 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.
20. No Inducement or Incentive
	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 Framework Agreement or any other contractual agreement.
21. Acceptance and Admission to the Framework Agreement
	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 Framework Agreements in such amended form as may subsequently be agreed.
	2. YPO shall be under no obligation to accept the lowest or any Tender.
22. Contacts/Queries Relating to the Tender
	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 664685 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.
	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.
	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:
		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
		2. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query
	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.
	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 or withdraw their bid.
23. Amendments to Tender Documents
	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.
24. Late Tenders
	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.
25. Proposed Amendments to the Framework Agreement by the Tenderer
	1. As YPO is using the open procedure as detailed in the Public Contracts Regulations 2015 it is prevented from undertaking negotiation of the Framework Agreement. However, proposed amendments by Tenderers and/or YPO to clarify its terms are permitted.
	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 Framework Agreement during the Clarification Question stage of the Tender process. Any Provider 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.**
	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 Framework Agreement as a result of the proposals received it will circulate the amended Framework Agreement to all Tenderers.
26. Modification and Withdrawal
	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.
	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 Framework Agreement via the e-tendering system.
27. Right to Reject/Disqualify
	1. YPO reserves the right to reject or disqualify a Tenderer where:
28. 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
29. the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; and/or the Tender process; and/or
30. 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
31. the Tenderer fails to demonstrate their ability to satisfy the selection criteria (Section 3); and/or
32. the Tenderer fails to demonstrate their ability to satisfy the mandatory technical and commercial requirements (Section 5)
33. Right to Cancel, Clarify or Vary the Process in Whole or in Part
	1. YPO reserves the right to, without any liability to the Tenderer:
34. amend the terms and conditions of the Invitation to Tender process;
35. cancel the evaluation process or any part of the evaluation process, at any stage; and/or
36. 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).
37. Debriefing
	1. Following the conclusion of the Framework 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.

**Tender Declaration**

TO BE COMPLETED BY THE TENDERER

To: Yorkshire Purchasing Organisation

 41, Industrial Park

 WAKEFIELD

 WF2 0XE

Date: ***[Tenderer to insert date]***

Provision of: The Supply of Liquid Fuels

Reference: 000981

From: *[Tenderer to insert name of organisation submitting Tender]*

Having examined the Invitation to Tender and all other Schedules and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender). I/We hereby offer to provide The Supply of Liquid Fuels as specified in the ITT and in accordance with the provisions of the Framework Agreement. If this offer is accepted I/we will execute documents in the form of the Framework Agreement within 30 days or such other time limit of being called upon to do so.

I/We confirm that I/we agree with YPO in legally binding terms to comply with the provisions relating to confidentiality set out in paragraph 2 of the Invitation to Tender.

In compliance with the requirements set out in your Invitation to Tender which I confirm I have read and fully understand, I also confirm that I have complied with the specific requirements set out in the documents and confirm that we have not colluded or canvassed within the meaning set out in this Section 7 of the ITT.

This Tender shall remain open for acceptance by YPO for a period of 90 days as stated in Section 4, after the due date for return of Tenders specified in the Invitation to Tender.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out in this ITT.

|  |
| --- |
| **Signed for and on behalf of the above-named Tenderer:**  |
| **Signature:** | …...................................................................................................…….. |
| **Position:** | ….............................................................................................……........ |
| **Date:** | …...................................................................................................…….. |

**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 Terms and Conditions”** | means the document set out in Schedule 7 of the draft Framework Agreement.  |
| **“Call-off Order”** | means an order to execute the Call-off Contract served by any Contracting Authority on the Provider |
| **“Competed Call-offs”** | means the competed Call-offs from the Framework Agreement in the form of a Further-competition.  |
| **“Conditions of Tender”** | means the terms and conditions set out in this ITT relating to the submission of a Tender |
| **“Contracting Authorities”** | means YPO and any Other Contracting Authorities described in the OJEU Contract Notice |
| **“Direct Award”** | means the award of a Call-off Contract by application of the terms laid down in the Framework Agreement without re-opening competition  |
| **“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 |
| **“Framework”** | Means the Successful Provider(s) that will be appointed in accordance with the tersm of the Framework Agreement under the procurement exercise |
| **“Framework Agreement”**  | means the agreement to be entered by YPO and the Provider(s) following any award under the procurement exercise |
| **“Invitation to Tender” or “ITT”** | means this Invitation to Tender documentation and all related documents published by YPO and made available to Tenderers and includes the Due Diligence Information |
| **“Lot”** | Means each set of requirements set out in the Specification |
| **“Further-competition”** | means the award of a Call-off Contract by re-opening competiton between the Providers appointed to the Framework Agreement and which are capable of performing the proposed contract |
| **“OJEU Contract Notice”** | means the advertisement issued in the Official Journal of the European Union |
| **“Other Contracting Authorities” or “OCA”** | means all Contracting Authorities except YPO |
| **“Provider”**  | means the organisation(s) admitted to the Framework Agreement |
| **“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”, “Tendered Response” or “ITT Response”** | means the Tenderers formal offer in response to this Invitation to Tender |
| **“Tenderers”** | means the organisations being invited to respond to this Invitation to Tender |

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-2)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-3)
3. UK companies, Societies European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-4)