

## An introduction to the Dynamic Purchasing System

For

### Consultancy Services

On behalf of

Community Health Partnership

Prepared by

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# 1. Introduction

## 1.1. Community Health Partnerships Limited

### 1.1.1. About Community Health Partnerships (CHP)

- a. Community Health Partnerships is a DHSC owned company. Incorporated in 2001 CHP set out to improve community-based health and social care services by working to improve the NHS estate through public private partnerships established through the NHS Local Improvement Finance Trust (LIFT) programme. Through these joint ventures and working on behalf of the NHS CHP designed, built, financed and operate a portfolio of over 300 properties. These health facilities provide high quality spaces for health and social care services delivered in local communities, especially in areas of high need.
- b. In 2013 CHP was given Head Tenant responsibilities for 308 properties passed over from the former Primary Care Trusts (PCT). CHP manage the buildings on behalf of the NHS through its property and operational team. CHP lease space to over 1300 health and care providers who support tens of millions of patients and service users.
- c. CHP has a unique set of skills and experience in primary and community care infrastructure development, property management and investment portfolio management.
- d. CHP are a Company with a diverse and distributed workforce with regional offices in Manchester, London and Birmingham. CHP's properties comprise of 5% of the NHS estate portfolio.

### 1.1.2. CHP's purpose

- a. As a DHSC Company, CHP work in partnership with the NHS Family, local health and care systems to provide innovative and sustainable spaces for patient care.
- b. CHP's vision is to be a leader in shaping the care environment for locally based services.

### 1.1.3. CHP's strategic aims

- Leading the future shape of the care environment of the future, advising on policy as leaders and innovators
- Working with partners and customers as part of the local integrated systems to provide facilities solutions
- Delivering sustainable infrastructure offering safe, flexible, well-used and welcoming spaces
- Providing value for money to our partners
- Supporting our people to develop and deliver what our customers need

## 2. Introduction to Dynamic Purchasing Systems

### 2.1. Introduction

- 2.1.1. The Crown Commercial Service (CCS) describe a DPS as “a procedure available for contracts for works, services and goods commonly available on the market. As a procurement tool, it has some aspects that are similar to an electronic Framework Agreement, but where new suppliers can join at any time. However, it has its own specific set of requirements. It is to be run as a completely electronic process, and should be set up using the restricted procedure and some other conditions (as set out in Regulation 34 of the Public Contracts Regulations 2015).”
- 2.1.2. A DPS is similar to a Framework Agreement in that a “pool” of approved contractors is established. However; a DPS remains open to new contractors at all times and is not limited to four years (as Framework Agreements are.) Also, there is no “shortlisting stage” meaning any contractor who meets the minimum requirements set by CHP must be allowed to join the DPS.
- 2.1.3. The DPS is a two-stage process:
- To set up a DPS, a call for competition must be place in the UK Find a Tender Service to advertise the DPS. CHP will set out its minimum requirements in the form of the standard Selection Questionnaire (SQ) as published by the CCS. Interested contractors will be required to “self-certify” their compliance with the selection requirements, and confirm that none of the grounds for exclusion apply. All contractors who meet and pass the exclusion and selection criteria must be admitted to the DPS and/or the relevant categories within it.
  - Once the DPS is set up, specific contracts can be awarded. All contractors who have joined a category will be invited to bid for the contract. Contractors will be given at least 10 days to respond to the tender and a tender submission is not compulsory.

### 2.2. What are the advantages of a DPS?

- 2.2.1. There a number of advantages of a DPS. The key ones are:
- A DPS is more accessible for Small and Medium enterprises (SMEs) and Voluntary, Community and Social Enterprises (VCSEs.)
  - A DPS remains open to new contractors at all times. This means that if a contractor cannot meet the selection criteria at the time the DPS is first established there is opportunity to the requirements and reapply to join the DPS at a later stage.
  - A contractor who fails the exclusion or selection stage can reapply later if circumstances have changed (for example if it had newly available skills or experience.)
  - Contractors can able to apply for as many categories as they like, provided they meet the minimum requirements.
  - Any contractors who meets the selection criteria must be admitted to the DPS.
  - Contractors will not have to demonstrate suitability and capability every time they wish to compete for a contract.
  - Using a DPS can help speed up and streamline procurement process. The award of tenders can be quicker than some other procurement procedures, as there is no requirement for a 10-day standstill period.
  - It is a fully electronic process.

### 3. DPS format

#### 3.1. Aim

- 3.1.1. CHP have procured and established this Consultancy DPS with the intention of identifying a pool of trusted Suppliers to assist with their key operations.
- 3.1.2. Suppliers are to note that CHP already have in place a number of LIFTCo Strategic Partnering Agreements (SPA.) These provide access to a pre-procured supply chain via a quick and simple procurement process. There are a number of benefits to CHP when the LIFTCo SPA is utilised. This route to market will continue to be used by CHP, where appropriate.

#### 3.2. Users and charges

- 3.2.1. Although CHP is the 'Client' for the purposes of the DPS, they will be acting on behalf of a range of Clients, in particular the NHS (across the primary, community, mental health and acute sector). Where possible, the tender documents will make clear references to who the end user will be. The successful Supplier may enter into contract with CHP or the relevant organisation. Where the latter is the case, CHP will not be responsible for the management or execution of the Contract.
- 3.2.2. CHP reserves the right to charge a fee, to the end user, for accessing the DPS. Additionally, Suppliers appointed to DPS may be required to pay a percentage (the **Levy**) of the total value of every invoice submitted to Clients. Where this will apply, the Supplier will be asked to submit their Tender inclusive of the Levy.

#### 3.3. Duration

- 3.3.1. The DPS will run for a period of five years and Suppliers can apply to join the DPS at any time. However; CHP reserves the right to reduce or extend the duration, at its discretion. Suppliers will be notified of any changes to the duration.
- 3.3.2. Contracts awarded under the DPS may run beyond the expiry date of the DPS.
- 3.3.3. Suppliers should note that there is no volume or value of orders guaranteed under the DPS.

#### 3.4. Categories

- 3.4.1. The DPS will be utilised to deliver Clinical and Estates Planning and is therefore divided into a number of 'categories.' It has been divided into the following categories:

Ref	Category	Description
1	Multi-Disciplinary Consultancy Services	This category will be used where the proposed contract requires services covered by two or more of the below categories
2	Strategic Management	Advisory, Planning, Service improvement and Support Services covering strategic infrastructure planning (clinical and estates planning)
3	Programme Management	Advisory, Planning, Service improvement and Support Services
4	Estates Management	Advisory, Planning, Service improvement and Support Services
5	Workforce Planning	Advisory, Planning, Service improvement and Support Services
6	Digital Consultancy Services	Advisory, Planning, Service improvement and Support Services

Ref	Category	Description
7	Sustainability Consultancy Services	Advisory, Planning, Service improvement and Support Services
8	Social Value Services	Advisory, Planning, Service improvement and Support Services
9	Procurement Services	Advisory, Planning, Service improvement and Support Services
10	Utilities and Services	Advisory, Planning, Service improvement and Support Services
11	Communications Services	Advisory, Planning, Service improvement and Support Services
12	HR Services	Advisory, Planning, Service improvement and Support Services

Table 1 - DPS categories

- 3.4.2. For information purposes only, CHP had spent a total of 2,250 on consultant days over the 12 month period ending July 2024. Please note that this only covers “associate” appointments and therefore Contractors who were appointed to complete a specific piece of work for a programme are not included in this figure.

### 3.5. Qualifications and Accreditations

- 3.5.1. Some categories may require a Supplier to have a particular accreditation in order to provide the services. In order to join the DPS, Suppliers will need to provide evidence of the required accreditation and CHP will require details of any renewals throughout the duration of the DPS (where applicable.)
- 3.5.2. In addition CHP may request specific accreditations when issuing a tender for a specific service.

### 3.6. Location

- 3.6.1. CHP are based in Manchester and will be the predominate user of the DPS; however their partners are spread across the whole of England.
- 3.6.2. Suppliers do not have to be able to provide services across the whole of England. Suppliers are not required to submit a tender and can therefore choose which contracts to bid for. Suppliers may specify which areas they can currently supply and may update this, at any point, over the duration of the DPS.
- 3.6.3. Each category is therefore divided into the following geographical lots across England:
- North East;
  - North West;
  - Midlands and the East of England;
  - South;
  - London; and
  - All of England

### 3.7. Management of the DPS

- 3.7.1. One of the main benefits of a DPS, is the flexibility it offers for both the Client and Suppliers admitted to it.

- 3.7.2. Tenders may be issued at any time and Suppliers can decide whether to bid or not, based on each individual tender.
- 3.7.3. There are instances where the LIFTCo is not able to undertake the full range of services required and there is a need to access the wider supply chain.
- 3.7.4. A tender will therefore be issued, via this DPS, if:
- a. the services required are not core LIFTCo partnering services, for example whole system planning including variation of need,
  - b. there is no LIFTCo partnership in place for the geographical area or there is no Management Services Provider in place,
  - c. the LIFTCo/MSP cannot meet the ultimate Client specification requirements, or
  - d. the procurement is being undertaken on behalf of our ICS and NHSE partners, and a wider procurement exercise is required by the Client.
- 3.7.5. Suppliers are to further note that CHP is subject to a number of restrictions in terms of contract spends, durations, etc. Therefore, CHP reserves the right to award an initial Contract and then award subsequent Contracts, using the same Terms & Conditions as the initial Contract and the successful tender submission.
- 3.7.6. Additionally, CHP are typically funded by third parties. Every precaution is taken by CHP prior to issuing a tender and contract, to validate / ensure the project is funded and is able to proceed. However, as CHP is not necessarily the ultimate decision-maker on a project proceeding, should funding be unexpectedly withdrawn, CHP reserves the right to pause or terminate one or more Lots (including all) of the awarded contract before any service delivery has begun.

## **4. Joining the DPS**

### **4.1. How to join – Before the DPS goes live**

- 4.1.1. This stage has already completed

### **4.2. How to join – After the DPS goes live**

- 4.2.1. As previously stated, Suppliers can apply to join the DPS at any time, even after the DPS has gone live. In order to do so, Suppliers will again first need to register with the Atamis portal, as a Supplier. Suppliers will then need to locate the Notice relating to this DPS, Express an Interest and download the Request to Join the DPS documents.
- 4.2.2. Potential Suppliers will still need to be complete the Crown Commercial Service standard Selection Questionnaire (“SQ”) which is provided in Document B1, included in Folder B (Submission Documents.) Please see Document A1 in Folder A for full details on how to complete and submit the SQ.
- 4.2.3. All applications to join the DPS must then be sent, via email, to [Procurement@communityhealthpartnerships.co.uk](mailto:Procurement@communityhealthpartnerships.co.uk) and must have the subject line “DPS application.” Suppliers are to ensure confirmation of receipt is obtained. If this is not obtained, it is likely that the submission has not been received and will not be considered.
- 4.2.4. Following successful receipt of the submission, it will be evaluated within 10 working days. This may be extended to 15 days, if justified. Suppliers will be notified on the outcome, as soon as possible.

### **4.3. DPS Terms and Conditions**

- 4.3.1. Suppliers should review the Terms and Conditions in detail, before submitting a SQ, to understand their responsibilities and those of the Client. A copy is provided as Document A2, included in Folder A.
- 4.3.2. By submitting a SQ (i.e. an application to join the DPS) Suppliers agree to the Terms and Conditions of the DPS and, if invited to join the DPS, the DPS Terms and Conditions will be deemed to be accepted by the Supplier and be binding.

### **4.4. Annual reviews**

- 4.4.1. On an annual basis, DPS Suppliers will be asked to confirm that they still meet the qualifying requirements of the DPS.
- 4.4.2. Should Suppliers fail to respond to this request, within 15 working days or the date stated in the request, the Supplier will be removed from the relevant category, or entire DPS as appropriate, on the basis that they no longer meet the qualifying criteria.
- 4.4.3. Additionally, if a Supplier is unable to provide requested evidence that meets the minimum requirements to join the DPS, the Supplier will be removed from the relevant category, or entire DPS as appropriate, on the basis that they no longer meet the qualifying criteria.

### **4.5. Consistency of information**

- 4.5.1. CHP will rely on the information provided by Suppliers in response to the SQ. If, following the submission of the SQ, any material changes occur, the Supplier must advise CHP, in writing, as soon as practicable. This should be the form of an email, with the subject line “DPS application”, to: [procurement@communityhealthpartnerships.co.uk](mailto:procurement@communityhealthpartnerships.co.uk).



- 4.5.2. Suppliers may be required to resubmit their SQ submission, including any supporting information. CHP reserves the right to evaluate the revised SQ submission, using the original evaluation criteria and further reserves the right to remove the Supplier from the DPS, if they no longer meet the minimum requirements of the DPS.

#### **4.6. Removal from the DPS**

- 4.6.1. In addition to the provisions set out in the previous clauses 4.4 and 4.5, there are a number of other circumstances under which a Supplier could be removed from the DPS. These are detailed, in full, in the DPS Terms and Conditions (see Document A2)
- 4.6.2. Alternatively, a Supplier can decide to leave a category or the DPS entirely, at point in the DPS's duration. Should a Supplier wish to do so, this should be in the form of an email, with the subject line "DPS application", to: [procurement@communityhealthpartnerships.co.uk](mailto:procurement@communityhealthpartnerships.co.uk).
- 4.6.3. Suppliers are reminded that they can reapply to join the DPS at any time, subject to the DPS Terms and Conditions, and their ability to meet the requirements of the DPS.

## 5. Tendering

### 5.1. General principles

- 5.1.1. Following the assessment of the initial applications, the DPS will 'go live' and CHP can begin to issue tenders to the Suppliers who have been invited to join the DPS.
- 5.1.2. As set out in Part 3 of this document, CHP will utilise the DPS in a number of different scenarios and therefore the tendering process may differ from one contract to another i.e. some tenders may be price only submissions, others will be a combination of a technical and price submission.
- 5.1.3. The exact requirements of a tender will be clearly specified with the tender documents and Suppliers should review each opportunity in full to understand CHP's requirements and understand how submissions will be evaluated. Some indicative tender documents have been appended to this document to illustrate how tender documents might be structured (see Folder A3) These would generally be used for the most complex contracts.
- 5.1.4. The minimum timescales for the return of tenders will be 10 days. The timescales for the primary delivery team tenders is likely to be longer than this, generally between 20 and 30 days. The deadline for submissions will be clearly stated in the tender document.
- 5.1.5. The tender documents will be issued to all Suppliers who have been invited to join the relevant category.
- 5.1.6. Suppliers should, however, note the provision to 'Rest' Suppliers set out in the DPS Terms and Conditions. In such instances, the relevant Supplier will be notified of the decision, in writing, with details of the 'Rest Period'. During such a Rest Period, the Supplier will not be invited to Tender for any opportunities under the category relevant to the Rest Period.
- 5.1.7. Following the evaluation of the tender submissions, there is no obligation to undertake a "standstill" period prior to awarding a Contract. However; CHP will always, as a minimum, notify all Tenderers on whether they have been successful or not.

### 5.2. Awarding Contracts

- 5.2.1. On completion of the tender evaluation, Suppliers will be notified of the outcome and a contract will be automatically formed with the successful Supplier, on the basis of the Contract terms included in the tender document.
- 5.2.2. There is no opportunity to negotiate or amend the Contract terms and by submitting a tender, Suppliers are deemed to have accepted the terms of the Contract. Should Suppliers wish to raise minor clarifications these should be raised using the Q&A facility on the myTenders Portal.

## 6. DPS Document Structure

The documents are structured as follows:

<b>T1-7201-CHP-DPS-Guide (This document)</b>			
Folder 1 – DPS Information	Folder 1A – T&Cs	Terms & Conditions	
		Schedule 1	Draft Forms of Contract
		Schedule 2	Form of Purchase Order
		Schedule 3	KPI Performance Review
		Schedule 4	Management Levy
	Folder 1B – Example Tender	Attachment 1	About the competition
		Attachment 2	How to Bid
		Attachment 3	Specification*
		Attachment 4	Order Form and the Terms and Conditions*
Folder 2 – Request to Join the DPS	Folder 2A – SQ information	A1 – Instructions and Information	
		Appendix A	Not used
		Appendix B	Exclusion grounds – Mandatory exclusions
		Appendix C	Exclusion grounds – Discretionary exclusions
	Folder 2B – Response documents	B1 – Selection Questionnaire	
		B2 – Declaration in relation to the Selection Questionnaire	
		B3 – Response to the Technical and Profession Ability – Project Specific Questions for all Categories	

\* Note: These documents are not provided in draft as they will be specific to the Services being tendered