



UKUPC

UK Universities Purchasing Consortia

Collaborative Procurement Protocol

**For Collaborative Procurement via / promoted by UK
Universities Regional Purchasing Consortia**

(and where relevant, collaborative partners)

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Introduction

1. This document sets out the ways of working and communications approach for collaborative procurement activities during the strategic planning, tendering process and contract management phase. This primarily takes place through Universities regional Purchasing Consortia (UPC).
2. Due to the increasing legislation governing public procurement and the complexities that are brought when undertaking collaborative procurement, it has been approved by (what was) both the English National Purchasing group (ENP) for England and the Procurement Strategy Group (PSG) for Scotland (and is being proposed for Wales), that all collaborative procurement should be managed under the auspices of a UPC, a Centre of Procurement Expertise, or a specialist category consortium where they employ suitable professional staff and follow best practices and compliant processes. Such organisations will have, either in their own right or through their organisation structure, the processes in place to reduce risk of credible challenges and the relevant arrangements in place to effectively manage a challenge, whether credible or not.
3. Within this group, the term National Working Party (NWP) is used to describe the collective group that shall form to provide strategic direction to category management of that category, to contribute to all stages of the resulting tendering, contracting and ongoing contract management – currently these are known under several different labels such as National Working Party, Tender Group, National Category Forums, User Intelligence Group, Commodity Group etc. These groups will undertake their roles to varying levels of involvement depending on the arrangements in place with the lead consortia that is co-ordinating for the relevant category. This document does not propose that these groups change their name, it uses the NWP description simply to provide a simple label that encompasses the work that these groups do.
4. Included in Annex 1 is the terms of reference for NWPs, this has been agreed ENP (now PEL) and / or regional Procurement Strategy Groups / Councils as appropriate.
5. This agreement covers the ways of working between the regional purchasing consortia members of UKUPC (see Annex 2) and where collaborative partners are also involved, their ways of working in relation to the relevant aspects of the interaction and delivery.

General Communications

6. UPCs, acting on behalf of their client institutions, are responsible for the coordination and management of sector communications from a variety of groups and institutions involved in collaborative procurement activities. UPCs are required to ensure alignment and adherence to the communications approach agreed between them and their client communities. Contract arrangement documents (e.g. tenders, contracts, agency agreements, service level agreements etc, as / if applicable) in relation to all collaborative procurement undertaken should be drafted to enable this client defined communications approach.
7. All communications (unless otherwise agreed) must be channelled through the relevant UPCs who will determine the most appropriate method of distribution within / across their members/sectors. It is important communications are structured in such a way that reflects the appropriate tone and style (in alignment with the culture of the sector) and provides information in the format as deemed appropriate by the different client communities, therefore, draft communications should be submitted to other UPCs allowing 3 working days to make any

changes to facilitate communications success where appropriate. Where responses are required from client institutions, UPCs will advise each other on appropriate timescales.

8. Regular communications are issued by the UPCs as follows:

- SUPC: An e-newsletter is published between one and four times a month depending on content.
- APUC: APUC ezine is published on Thursday each week. Where ezine is being used, APUC will require 3 days notice for inclusion.
- NWUPC: A monthly e-newsletter is published at the end of each month plus two hard copy newsletters a year
- NEUPC: Bi Weekly Digest – Where Digest is being used NEUPC require 3 days notice
- HEPCW: HEPCW e-newsletter is published 3 times a year
- LUPC: An eBulletin is published on or around the 15th of each month and a newsletter is published each quarter.

9. Direct communications and marketing to key stakeholders (regional Finance, Estates & IT Directors should be utilised to maximise awareness and buy-in to agreements and each UPC should strive to establish and / or develop these networks as this will make the role of the institutional Head of Procurement easier in implementing collaborative agreements.

Communications during Tendering / Contracting

10. It is recognised there are restrictions on the numbers of sector representatives attending NWP with a UK wide remit, primarily to ensure there is adequate representation across the HE sector. However, it is important institutions out with the core NWP have the opportunity to contribute to national contracting strategies.
11. Given the restricted numbers of institutions which can be accommodated at NWPs, and to ensure the procurement is inclusive and collaborative, UPCs will provide client institutions with information at specific stages in the procurement process on behalf of NWPs, providing institutions with information on the process as it develops.
12. UPCs will manage the communication of information to their client institutions ideally using the attached form Communications Information Sheet (CIS) which can be used to plan and manage communications.
13. Tenders, and resulting contracts will be operated in line with a Category Strategy (based on a standard format) that will be published by the relevant UPC on behalf of the NWP.

Strategy Endorsement

14. For ease of reading the strategy may be summarised by the UPC Commodity Manager before being issued to the client community for endorsement and or comment. Where required, institutions will be able to access the comprehensive version of the strategy. The timescale for consortia endorsement is a minimum of 10 working days and a maximum normally (unless

exceptional factors are involved) of 20 working days (to allow time for reasonable exploration and dialogue).

15. If concerns are raised with regards to the proposed strategy, the relevant UPCs or if applicable all UPCs will liaise with the NWP to ensure issues are addressed. If necessary, issues should be escalated to the Heads of Consortia group for resolution.

Shared Technology Use

Supplier eEnablement and Content Strategy

16. As technology develops, the processes around eEnablement will develop, this protocol content is therefore contained in Annex 3A and will be updated from time to time as required.

Hunter

17. The Agreed process for operationally managing Hunter is contained in Annex 3B.

Post Contract Award - Contract Awareness

18. Where required UPCs will support sign up and or migration to contracts (where relevant) through the various relationship management models in place between UPCs and their clients.
19. UPCs follow their client agreed processes for promoting contracts (following successful contract award) providing sufficient information which ensures the user has adequate information on how to access agreements. Whilst contracts are promoted using this various media, supplementary information such as T&Cs, Buyers Guides (BG) will be required to be available to client institutions on GeM. Lead UPCs are responsible for correctly loading and maintaining this information ongoing.
20. For pre-commitment contracts, the processes agreed at the pre-commitment stage will be put in place.
21. BGs will be produced by the lead UPC or NWP depending on arrangements in place. A standard template for this is under development by SUPC and when this is available and agreed, this should be used by all UKUPC members.

Benefits – Cash and Non Cash

22. Cash Savings shall be reported based on both (not either) new price versus previous price paid (BT1) and versus market price (BT2). The NWP shall establish at the outset what the generic previous price paid is based on average existing pricing (although in exceptional circumstances, there may have to be varying previous price paid levels due to differing pre-existing contracts) and the resulting deal will be measured against that. Savings versus market should also be defined.
23. The NWP shall also quantify any relevant cost avoidance / additional benefits savings that can be obtained from a new contract. The benefits from the procurement will be included in the contract award report which will be signed off by the appropriate manager within the lead consortium.

24. The methodology used for reporting savings should be that contained in the Procurement Benefits Reporting Guidance contained in Annex 5.

Provision of Management Information (MI)

25. Client institutions will normally require benefits from collaborative procurement to be validated based on *actual realised benefits*. Therefore, the timely provision of management information is critical.
26. MI should be received by all suppliers via the Hunter MI portal. For any queries relating to this activity, the contacts at each consortia are the following:

SUPC	Geraldine Williams (Geraldine.williams@reading.ac.uk or supc@reading.ac.uk)
APUC	Stephen Richardson (srichardson@apuc-scot.ac.uk)
NWUPC	Margaret Bryant (Margaret.bryant@manchester.ac.uk)
NEUPC	Lisa Pickup l.pickup@leeds.ac.uk
LUPC	Vanessa Gray (v.gray@lupc.lon.ac.uk)
HEPCW	Megan Hopkins (m.hopkins@wales.ac.uk)

Contract & Supplier Performance Management

27. UPCs will engage with their client institutions and provide feedback to lead UPCs for each contract. The UPCs will use a variety of system and relationship management approaches to do this. It is considered this will enhance and provide a valuable indicator of performance and highlight issues early on so that they can be addressed effectively.
28. Reasons for non contract usage should be provided by UPCs for each contract for their client community, to the lead UPC or NWP depending on arrangements, in order that valid reasons can be understood and taken into consideration in any contract amendments or in eventual re-tendering.
29. UPCs raising issues should receive appropriate feedback/resolution of any performance issues raised via this process from the lead UPC / NWP so that they may feedback as relevant to their clients.
30. Lead UPCs / NWPs (depending on arrangements) will effectively contract manage their agreements, monitoring supplier performance, management information and take particular care in monitoring any aspect that relates to penalties, price changes and opportunities to make changes to avoid risk and / or enhance value / performance of the contract.

Confidentiality

31. Subject to the provisos below at all times each UPCs shall keep secret and confidential all business and trade secrets, methods of doing business and other information and material disclosed by or obtained from any other UPC. Each UPC shall not disclose any such material or information to any third party other than its responsible employees who require such disclosure where bona fide necessary for the proper performance of their duties hereunder and who will individually comply with all obligations of confidentiality imposed upon the Members by

the provisions of this clause. Each UPC undertakes to take all reasonable steps to minimise the risk of disclosure of such confidential information by employees and others. These obligations will remain on UPCs even should they terminate their membership of UKUPC or agreement of this protocol.

32. The obligations of confidentiality set out above shall not apply to any information or material which the recipient party can prove:
- (a) was already known to it prior to its receipt thereof from the disclosing Member;
 - (b) was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing Member; or
 - (c) was in the public domain at the time of receipt by the recipient or has subsequently entered into the public domain other than by reason of a breach of the provisions of this clause or breach of any obligation of confidence owed by the recipient to the disclosing Member.

Partnership / Agency

33. Each UPC agrees that it is not the partner or agent (within the legal definition of these words in business) of the other UPCs and undertakes that it will not purport to, pledge the credit of or otherwise bind the other UPCs. This Agreement is not intended to constitute or evidence the existence of a partnership between the Members.

Commercial Type Arrangements / Issues

34. Where UPCs cooperate to develop joint systems or undertake any other activities/projects on behalf of other UPCs then the UPC leading / undertaking the work will be responsible for generic management of the project / solution. The lead UPC undertakes not to incur any costs and/or liabilities attributable to other Members without their express written (email will suffice) agreement as to the amount of any such costs.
35. Notwithstanding anything in this agreement UPCs will not be bound by any decisions of which they were not part of, either jointly or individually that have any adverse effects upon their commercial interests.
36. Where commercial agreements / arrangements are in place between two or more UPCs, no changes to these will be made by the lead UPC without the agreement of those other UPCs participating in said agreements / arrangements.
37. Should no agreement be possible between all UPCs, this shall not inhibit groups of UPCs entering into joint undertakings under the terms of this Agreement. Such joint undertakings will not require the agreement of any UPCs not participating.
38. Where projects / solutions or additions to projects / solutions are jointly funded by UPCs, those providing funding shall have proportionate ownership of the projects / solutions or proportionate ownership of the additional aspects funded based on the share of funding provided.

Termination of this Protocol Agreement or of Specific Commercial Arrangements

39. As noted earlier, this agreement forms the basis of the ways of working and delivering collaboration between the regional consortia members (and collaborative partners) of UKUPC. If changes to this agreement are felt to be required by one or several UPCs, then such changes should be discussed in the spirit of collaboration and if at all possible agreed by consensus. Where consensus cannot be reached, the actual position agreed and acceptable to the relevant UPCs should be recorded within this document. If any party feels that they can no longer collaborate as part of UKUPC, they should give notice to the others of no less than 6 months. Each party will however honour any arrangements in place for service access by members of other UPC's members until the relevant arrangements expire (e.g. until pre-existing framework agreements expire).
40. Some commercial commitments may carry different notice durations, in such cases where they were specifically agreed, these would apply, not the notice period mentioned above so any liabilities outstanding from commercial arrangements will remain during and after the notice of termination either of the relevant agreement or until they are discharged and/or the other UPCs release the relevant UPC from such obligations.

Governance & Priority Management

41. UPC will manage their own governance arrangements and work with their own client communities to agree primary contracting priorities.
42. UPCs will gather regularly in both Heads of Consortia and Joint Contracting Groups (JCG) events to discuss contracting priorities and opportunities to work collaboratively (this aspect will primarily fall to the JCG). The default position is to work collaboratively on a UK basis and only where there are valid reasons (regional supply markets, differing needs etc) for not doing so, shall regional agreements be put in place.
43. The UPCs shall share as fairly as possible the collaborative contracting workload.
44. Where a UPC has adopted an agreement led by another UPC no access fees shall be charged for a client institution of one of the UPCs to access an agreement led by another of the UPCs that is part of the UK HE UPC Group.
45. Institutions who are not a member of one of the UK UPCs party to this document, will normally be charged an access fee of up to £10,000 plus VAT if applicable per agreement accessed per year.
46. Any marketing premiums gathered through collaborative contracts will be returned to the UPC whose member generated the rebate through a purchase, unless separate agreements exist between the relevant UPC. Each UPC will manage such rebates if applicable in line with policies set within their own organisations.
47. The UPCs will work collaboratively wherever possible in relation to all aspects of their operation, not just in relation to contracting but also in relation to sharing of technology and guidance materials etc which even if developed by one UPC shall be reasonably make available for use by the others without charge.
48. Work done collaboratively as covered by this agreement will be done on a best endeavours basis so the UPCs do not intend that any liabilities will be incurred between them under this agreement unless specific agreement is reached for a specific area or project to be treated as such.

NATIONAL WORKING PARTIES
TERMS OF REFERENCE

VISION

The (name of working party) is working on behalf of the Higher Education Sector (insert the name of any other interested party/parties) to obtain sustainable value for money in the procurement of (insert relevant goods/services).

AIMS AND OBJECTIVES

To undertake and / or manage purchasing agreements/contracts for the supply of (insert relevant goods/services) in accordance with HE policies and Public Procurement Directives which offer sustainable value for money and meet the needs of the Higher Education Sector.

This will be achieved by:

- Developing and delivering focused contracting strategies which meet the demands and expectations of the HE Sector (details of other interested party/parties may be added)
- Working in conjunction and with the agreement of those sector bodies involved in procurement including the regional purchasing consortia, joint contracting group and other sector representative bodies as relevant.
- Publicising contracts and agreements and the other work of the group to ensure maximum commitment to contracts and agreements
- Continually monitoring, managing and reviewing contracts and agreements in accordance with legal and contractual requirements
- Developing strategies for improving commitment to contracts and agreements
- Receiving reports and feedback from National Working Party members
- Monitoring spend with existing and potential suppliers
- Issuing standard Terms and Conditions of Contract
- Aligning the NWP to one of the regional purchasing consortia so that tendering can be done under their name and so that their infrastructure can be used to manage the process including any potential compliance / award challenges (this then will allow the relevant consortia to give the relevant formal assurance required to be provided to institutions to allow institutions to operate in compliance with the Briberies Act in relation to collaborative contracting).
- Integrating, using the regional consortia structure, the agreements into the national contracting programme to avoid risk of inappropriate duplication or market fragmentation.

MEMBERSHIP

- The (National Working Party) should consist, wherever possible, of a technical and a professional procurement representative from each of the Regional Consortia involved in the work; these representatives can be from institutions and/or the central consortia teams
- Each Regional Consortium will be responsible for nominating, on behalf of and in liaison with their client community, relevant technical and professional procurement representatives to the (National Working Party)
- Regional Consortia will be responsible for ensuring that at least one of their representatives attends each meeting to ensure effective contact is maintained
- Representatives from other interested parties may be co-opted onto the (National Working Party), with the full agreement of all its members, as and when required
- The Chair and Deputy Chair of (National Working Party) will be elected by and from its members and will serve no more than two terms of three years. The Deputy Chair can succeed the Chair with the Working Party's approval

- The Chair of each NWP will be a technical expert or a MCIPS qualified or highly experienced procurement professional.

MEETINGS

- The (National Working Party) will meet twice per year; the number of meetings may increase depending on the contracting timetable
- Minutes of meetings will be circulated to the regional consortia and hence to institutions within a reasonable period from date of the last meeting
- At least one MCIPS qualified or highly experienced procurement professional must attend each full and sub-group meeting.

ETHICS

(National Working Party) members will keep all information, including prices, terms and conditions, marketing premiums, rebates and the actions, debates and decisions during a tendering exercise strictly confidential

When dealing with suppliers NWPs will:-

- Be objective in choosing suppliers that can meet the needs of HEIs
- Not make decisions biased by personal opinions or relationships
- Act with integrity, conducting all dealings professionally and fairly
- Ensure promises are kept both orally and where required in writing
- Apply our ethical principles across the supply chains impacting on HE
- Follow the Chartered Institute of Purchasing and Supply's Ethical Code
http://www.cips.org/documents/Ethical_Business_Practices.pdf

NATIONAL WORKING PARTY ADMINISTRATORS

The role of the National Working Party Administrators is to provide administrative support where possible so as to ensure the work of the NWP is expedited and communicated across the sector. They will answer to the regional purchasing consortia and work with the Chairs of the National Working Parties as required.

REGIONAL PURCHASING CONSORTIA

The Regional Purchasing Consortia are:

- Advanced Procurement for Universities and Colleges
- Southern Universities Purchasing Consortia
- London Universities Purchasing Consortia
- North Western Universities Purchasing Consortia
- North Eastern Universities Purchasing Consortia
- Higher Education Purchasing Consortia Wales

Annex 2 – UKUPC Group Members

The UKUPC Group, is made up of the following regional consortia / centres of expertise:

England & N Ireland

- Southern Universities Purchasing Consortium (SUPC)
- North West Universities Purchasing Consortium (NWUPC) [includes Northern Ireland]
- North East Universities Purchasing Consortium (NEUPC)
- London Universities Purchasing Consortium (LUPC)

Scotland

- Advanced Procurement for Universities & Colleges (APUC)

Wales

- Higher Education Purchasing Consortium for Wales (HEPCW)

UKUPC also includes the following Collaborative Partners

- The University Caterers Organisation (TUCO)
- The Energy Consortium (TEC)

And via the Joint Contracting Group

- Crescent Purchasing Consortium (CPC)
- Eduserve
- JANET

Annex 3 - Supplier eEnablement and Content Strategy

UPCs' preferred PECOS, GEM and Parabilis content and connection options are:

Content	Connection (order transmission)
1. Punchout	1. cXML
2. Catalogue	2. Email
3. Non catalogue	3. Fax and / or Email

NWPs should consider these preferences when deciding the contract's e procurement strategy.

NWPs should provide for supplier e enablement during their tendering / contract process.

Implementing contracts on e-procurement systems requires the following details:

- Supplier e procurement contact.
- Supplier PECOS / Parabilis / GEM profile details.
- Agreed content and connection option.

All tender price lists for items that can be catalogued should be returned in excel format and shall include the fields shown below as a minimum

Duns No	Merchant / Supplier Part No	Manufacturer Part No	Item/ Product Name	Item/ Product Description	Unit Price	M o U	Inc Vat Yes or no	Vat Rate %	Fixed Quantity of Purchase	Manufacturer Name	UNSPSC	Price
COMPULSORY	COMPULSORY		COMPULSORY	COMPULSORY	COMPULSORY	COMPULSORY			If applicable		COMPULSORY	COMPULSORY

The above information is required at contract go live from the NWP or UPC, to facilitate simultaneous e-procurement implementation.

e-procurement contract content responsibility is divided along these lines:

- Hosted catalogues to be managed and distributed by the lead UPC. Regional eSolutions or the national supplier adoption team who manage each system will load catalogues supplied to them as necessary. All catalogues for agreements used by the English UPC's will be loaded into GeM and it will be encouraged for these suppliers to trade on the GeM marketplace.
- Punchout access to be implemented by regional e-Solutions teams. NWP to agree amendments to punchout catalogue with suppliers and authorise updates in consultation with UPCs, no changes should be put in place without UPCs first being informed or their agreement sought where the change is of material importance.

Where advanced connections are concerned, suppliers should be made aware of one-off charges applicable to new connections, by the NWP, during the e enablement process. If regional eSolutions teams implement new advanced connection types then costs are invoiced by regional eSolutions teams back to suppliers.

Annex 3B - Day to Day Management of Hunter

Responsibilities

Lead Consortia (Contracting Authority)

Commodity Records

- Lead consortia to create commodity record which will become record for reporting at all stages of the procurement process and will feature in the UKUPC Joint Contracting Worksheet.
- Any commodity record which is due to be made available to other consortia, should be made public.
- Commodity records are required to be maintained by owning consortia ensuring all data fields are kept up to date throughout life of that record. Failing to do so, severely impacts reporting integrity.
- If your consortia use an agreement belonging to other consortia, ensure to update the "like" status and update your local contact on the record. This is vital to produce an accurate Contract Register (available through the Reports Menu of Hunter) & populate contract Uptake Website information.

Organisation/Contact Records

- Create new organisation/contact where necessary. To avoid duplicate entries, consortia should ensure new organisation/contact does not already exist on Hunter before creating new records.
- Provide minimum of one contact for all new organisations and provide full address details.
- Maintain organisation/contact records owned by your consortia ensuring all data fields kept up to date.
- If a supplier is required to supply MI, please ensure at least one MI Contact is provided on Hunter.

Supplier MI/Website

- When an agreement becomes "Contracted", lead consortia should:
 - Email Hunter Administrator (mis@apuc-scot.ac.uk) to request username/password for new supplier(s).
 - Issue the Supplier MI Template to new supplier(s) together with Supplier MI Upload website username/password provided by Hunter administrator.
 - Collect UK MI for own agreements as per agreed timetable.
 - Chase late MI for own agreements as per agreed timetable.
 - Be first point of contact with general Supplier MI/Supplier MI website queries relating to own agreement(s).

Hunter Administrator (eSolutions Team at APUC)

- Provide training and support to Hunter users
- Fix duplicate records
- Create username/password for new users of Supplier MI Website
- Deal with escalations relating to Hunter and Supplier MI Website
- Issue weekly Supplier MI Status Reports to each Consortia

Annex 4 – Communications Information Sheet

UKUPC – Collaborative Contracting - Communications Information Sheet (CIS)	– for use where the relevant consortium has agreed its use with its client institutions.
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The section below to be completed by Regional UKUPC NWP / UIG Representative (the “Project Manager”) before issue to Institutions

Category / Contract Title		Category Group	
Project Manager Name & Regional Consortium		Email:	
		Telephone	
Is tender / contract Led, Jointly managed or Facilitated by this consortium ?	Led / Joint / Facilitated	CIS Return Date	
Project Start Date		Estimated Contract Start Date	

The section below is to be completed by institutions & returned to the Project Manager before the CIS Return Date

Institution		Completed By (HoP or equivalent)	
Does Institution have member on this NWP ?	YES / NO	If Yes, Name:	
		e-mail Address:	
		Phone Number:	
Note: NWP members are provided with all information / notifications at each step			

Enter the names below who should be provided with information described at each of the steps of the process – please mark each step where that item of information should be provided / notified by marking an “x” in the relevant box.

Name	Job Title	Email Address	Tender Strategy Summary	All Periodic Action Status Reports	PQQ / ITT drafts (may be restricted)	Award & Contract Information
				x		
				x	x	

When institutions do not complete a CIS for a tender, it will be assumed that they wish to obtain only the information in relation to the tender as published through the consortium’s normal comms channels.