



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920



DPS Invitation

Dynamic Purchasing System (DPS) Invitation
For the Provision of
Temperature Controlled Supply Chain Management Services

On Behalf Of

Health Service Executive (which expression shall include its successors in title, assigns and agents)

And the other Contracting Authorities (as listed in Appendix 1 of this document)

Project Reference: HSE 24920

Initial Deadline for submission of Applications:	15.00 hours on 02/12/2024
Deadline for Queries:	12.00 hours on 25/11/2024



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

SECTION 1: DEFINITIONS

“Applicant”	means those economic operators that submit an Application for admission into the DPS;
“Application”	means the submission from an Applicant for admission into the DPS;
“Contract”	means a Contract or Drawdown Framework Agreement for the supply of the Services awarded to a DPS Appointee pursuant to a Mini-Competition under the DPS;
“Contract Agreement”	Means an executed agreement setting out the scope and terms for supply of the service to a DPS Purchaser by a DPS Appointee who has been successful pursuant to a Mini-Competition under the DPS. Also includes within its definition executed Drawdown Framework Agreements between a DPS Purchaser and a number of DPS Appointees;
“Deadline for Queries”	means the date specified on the cover page of this document as being the last date for submission of queries in relation to this process;
“DPS Appointee”	means an Applicant who has been successful in their Application for admission to the DPS;
“DPS Document Pack”	means the following documents: • Dynamic Purchasing System (DPS) Invitation (this document); • Electronic European Single Procurement Document (eESPD); (for online response); • DPS Request to Participate (RTP) ; • HSE Tender Competition Rules • HSE Standard Terms for Services and Supplies
“DPS Purchasers”	means the HSE or any of its constituent parts, and/or some or all of the Contracting Authorities as listed in Appendix 1 of this document, who may from time to time wish to conduct a Mini-Competition for the service on their own behalf or on behalf of other DPS Purchasers on a collaborative basis;
“Drawdown Framework Agreement”	Means a Mini-Competition whereby DPS Appointees compete to be ranked on a subsequent Drawdown Framework Agreement to supply the services to a DPS Purchaser(s). DPS Purchasers would purchase on a direct drawdown basis directly from any of the DPS Appointees ranked on the Drawdown Framework Agreement without recourse to any subsequent competition after the Mini-Competition is complete;
“Dynamic Purchasing System” or “DPS”	means a completely electronic system used by a Contracting Authority to purchase commonly used goods, works or services;
“Electronic European Single Procurement Document” or “eESPD”	means the Electronic European Single Procurement Document which must be completed and submitted by Applicants with their Application for admission to the DPS;
“Exclusion Grounds”	means any of the grounds which would cause the exclusion of the Applicant pursuant to Article 57 of the Regulations;



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

“Services”	means the provision of temperature controlled supply chain management services for vaccines and blood products on behalf of the HSE which are the subject matter of this DPS;
“HSE”	means the Health Service Executive, which expression shall include its successors in title, assigns and agents;
“Initial Application”	means an Application which has been submitted for admission at the initial creation of the DPS;
“Initial Deadline”	means the date specified on the cover page of this document for the submission of Initial Applications;
“Invitation to Tender”	means the document which will be issued to all DPS Appointees by a DPS Purchaser as part of a Mini-Competition;
“Mini-Competition”	means a subsequent competition between all DPS Appointees conducted in accordance with Section 7 of this DPS Invitation, whereby all DPS Appointees are invited to Tender for the supply of specific services by a DPS Purchaser, or any group of DPS Purchasers acting collaboratively;
“Regulations”	Means the European Union (Award of Public Contracts) Regulations 2016 (S.I. 284-2016);
“Selection Criteria”	means the mandatory criteria which an Appointee must demonstrate in their Application in order to be admitted into the DPS;
“Tender”	means a response submitted by Appointees in respect of a Mini-Competition;



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

SECTION 2: INTRODUCTION

- 2.1 This DPS Invitation has been prepared for the purpose of providing information to economic operators interested in participating in a public procurement process for the establishment of a Dynamic Purchasing System (hereafter the **DPS**) for the provision of temperature controlled supply chain management services on behalf of the HSE (hereafter the **Service**).
- 2.2 In no circumstances shall the HSE, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this DPS Invitation. Any costs associated with the submission of an Application in response to this DPS Invitation are the sole responsibility of the economic operator submitting the Application and will not be reimbursable.
- 2.3 The purpose of this DPS Invitation is to provide interested economic operators with the information that they need to decide whether to participate in this DPS.
- 2.4 All reasonable care was taken to ensure that the material set out in this DPS Invitation is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this material. Neither the HSE, nor any of its professional advisors accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 2.5 Neither the HSE nor any of its advisors will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from this DPS Invitation or for any other written or oral communication made available during the course of this process. No representation or warranty is made in respect of such statements, opinions or conclusions.
- 2.6 The HSE reserves the right to amend this DPS Invitation and any information contained herein. Any such changes shall be notified via the eTenders post box at www.etenders.gov.ie.
- 2.7 None of the information set out herein will constitute a contract, or part of a contract, or an offer to enter into a contract, between a DPS Purchaser and any DPS Appointee. Nothing in this DPS Invitation is, nor shall be relied upon as, a promise or representation as to the HSE's ultimate decision in relation to the establishment of a DPS or the award of any Contract(s) pursuant to the DPS.
- 2.8 The HSE reserves the right to take such steps as it considers appropriate, including but not limited to: changing the timetable relating to this process; rejecting any, or all, of the applications received; abandoning this process (or any part of it) at any time or; procuring the Services by alternative means.
- 2.9 The HSE Tender Competition Rules and HSE Standard Terms for Conditions for Goods and Services, which forms part of the DPS Document Pack, is applicable to this process. The Applicant agrees that, by the submission of an Application for this process, the Applicant shall be bound by the terms contained in both documents.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- 2.10 No legal relationship or other obligation shall arise between any DPS Appointee and any DPS Purchaser unless and until a Contract Agreement has been executed between said DPS Appointee and DPS Purchaser following a Mini-Competition conducted by or on behalf of the DPS Purchaser.
- 2.11 The laws of the Republic of Ireland are applicable to this process and any subsequent Mini-Competition pursuant to this DPS. The courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any disputes arising from this process and any subsequent Mini-Competition pursuant to this DPS.
- 2.12 If there is any part of this DPS Invitation that is unclear or where the Applicant feels that it puts them at an unfair disadvantage, the Applicant should immediately contact the HSE via the electronic messaging system on www.etenders.gov.ie.
- 2.13 Applications may be accepted from a consortium¹ or joint venture, provided that the Application clearly states which economic operators are proposed to be members of the consortium, which are to be sub-contractors. If the Application does comprise a consortium or joint venture, each consortium member must submit a fully completed eESPD and DPS Questionnaire as part of the Application.
- 2.14 It is imperative that all questions in the eESPD and DPS RTP are completed in the relevant response sections, as this will be used as the basis for evaluation. Information provided elsewhere (e.g. addendums etc.), should be clearly cross-referenced to the response section to which it relates. Information that is not clearly cross-referenced may not be taken into consideration in the evaluation of the Application.
- 2.15 Any queries or problems encountered when completing this DPS Invitation should be notified to the HSE via the electronic messaging system on www.etenders.gov.ie.
- 2.16 For general information on HSE, refer to <http://www.hse.ie/eng/>.

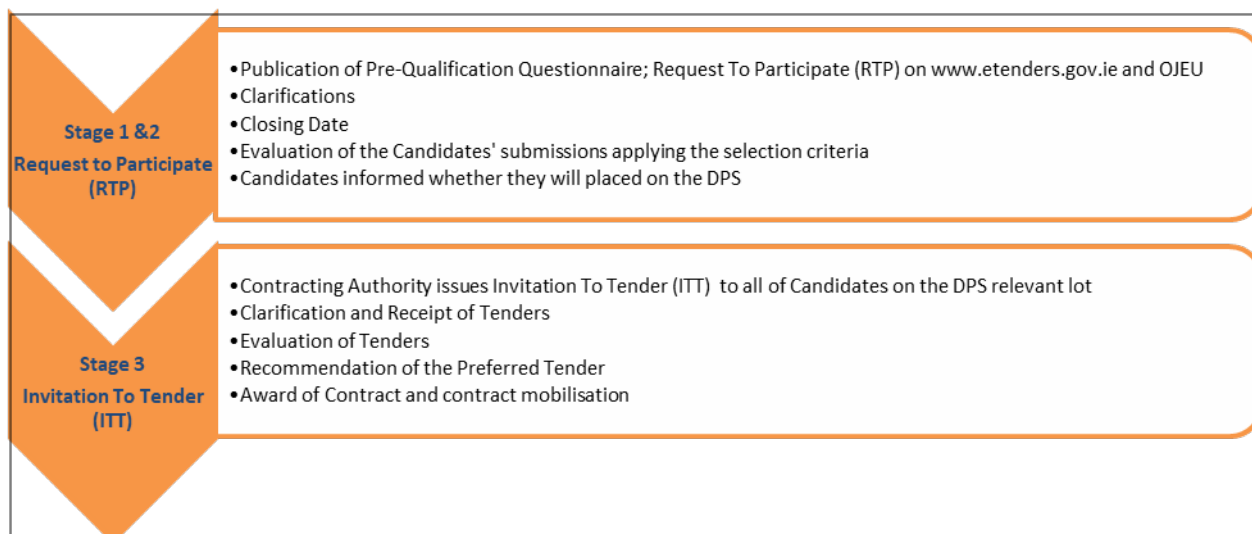
¹ Please note that all participants of the consortium or joint venture will be jointly and severally liable to a DPS Purchaser for the fulfilment of the terms of any Contract in the event that the consortium or joint venture is successful in a Mini-Competition pursuant to the DPS.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

SECTION 3: DYNAMIC PURCHASING SYSTEM

- 3.1 The scope of the DPS will be for supply of the Services to the HSE and to other DPS Purchasers as listed in Appendix 1 of this DPS Invitation. The duration of the DPS will be 72 months effective from the Initial Deadline, but the HSE reserves the right to extend the duration by 4 x 12 month periods in conjunction with the agreement of all DPS Appointees.
- 3.2 The HSE, on its own behalf and on behalf of the DPS Purchasers, wishes to establish a DPS to source the supply of the Services as listed in Appendix 2 of this DPS Invitation. The Services listed in Appendix 2 is indicative of the Services which the HSE intend to conduct competitions for but not an exhaustive list of Services required. The HSE may tender for/include additional services not contained within this Appendix.
- 3.3 A DPS is a procurement process available for the procurement of Contracts for products and services commonly available in the marketplace. It is similar to a standard framework agreement, but with the important difference that new Applicants can join at any time and a DPS is conducted entirely through electronic means.
- 3.4 A DPS has a number of characteristics which are beneficial to both Applicants and contracting authorities:
- A DPS remains open throughout its period of validity, thereby enabling new economic operators in the market to join at any point during its term;
 - The administrative burden for DPS Appointees is reduced when applying for Mini-Competitions advertised under a DPS;
 - Mini-Competitions conducted under a DPS can have shorter timescales to award of contract.
- 3.5 A DPS involves a two-stage process. In the initial stage, all Applicants who satisfy both the Exclusion Grounds and Selection Criteria are admitted to the DPS for the supply of all or some of the Services to DPS Purchasers. The number of Applicants who may be appointed to the DPS at any point during its lifetime is not limited.





DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- 3.6 Individual Contracts are awarded during the second stage. During this stage, DPS Purchaser(s) will invite all DPS Appointees to bid for a specific Contract by means of a Mini-Competition, which will be issued directly to the DPS Appointees by the DPS Purchaser.
- 3.7 In instances where there is only one response to Mini-Competitions, the HSE reserves the right to conclude the Contract by way of Direct Negotiation.
- 3.8 The scope of this DPS will comprise the supply of the Services listed in Appendix 2 of this DPS invitation. The Services listed in Appendix 2 is indicative of the Services which the HSE intend to conduct competitions for but not an exhaustive list of Services. The HSE may tender for/include additional services not contained within this Appendix.
- 3.9 The estimated expenditure² on the Services, across the DPS Purchasers included in the scope of this DPS is €5-8 million per annum.
- 3.10 Applicants should apply for admission to the DPS if they are a supplier of all of the services, whether in full or in part, included within the scope of the Services.
- 3.11 Applicants are advised that detailed specifications, award criteria and weightings for award of Contracts will be provided in the Invitation to Tender for each Mini-Competition, and are not published at this stage of the Competition.
- 3.12 In order to demonstrate compliance with the requirements of this Competition, an Applicant may rely on the capacities of other entities, regardless of the legal nature of the links between the Applicant and those other entities³. Where an Applicant who wishes to rely on the capacities of other entities for appointment to the DPS is subsequently successful at Mini-Competition stage, the Applicant may be required prove to the DPS Purchaser that it will have at its disposal the resources necessary, including by producing a commitment by those entities to that effect. If applicable, the DPS Purchaser shall issue such a request to the Applicant at the Mini-Competition stage.
- 3.13 Where an Appointee includes the use of a sub-contractor as part of their tender at Mini-Competition stage, the DPS Purchaser may take appropriate measures by, amongst other things, verifying in accordance with the provisions of the Regulations, whether there are grounds for exclusion of the intended sub-contractor under Article 57 of the Regulations.
- 3.14 This Competition supersedes and replaces all previous documentation, communications and correspondence between the HSE and Applicants in relation to this DPS and Applicants should place no reliance on such previous documentation and correspondence in submitting their Application.

² Based on best available data.

³ Please refer to Paragraph 4.1.1 of this document.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

SECTION 4: APPLYING TO ENTER THE DYNAMIC PURCHASING SYSTEM

4.1 The Application

4.1.1 Applicants may apply to enter the DPS by submitting an Application via the eTenders portal⁴; which must comprise the following:

- A completed eESPD;
- A completed DPS Request to Participate (RTP);

Where an Applicant is relying on the capacity of other entities for the purpose of fulfilling any of the Selection Criteria for appointment to the DPS, it must ensure that each such entity completes and submits a separate eESPD and DPS RTP.

4.1.2 Applicants should study the content of this DPS Invitation and all of the other documents included in the DPS Document Pack carefully and complete all of the requirements set out therein. Failure to provide all the requested information may result in the Application being deemed non-compliant and the Application may be rejected.

4.1.3 It is the responsibility of Applicants to ensure that they fully understand the requirements for submitting an Application. Where an Applicant does not fully understand the requirements, a query should be submitted pursuant to Section 4.4 below.

4.2 Applying for admission at initial creation of the DPS⁵

4.2.1 The requirement for admission into the DPS at the initial creation of the DPS is the completion of a Request to Participate (RTP). Applicants are required to submit their RTP via the eTenders portal by the Initial Deadline.

4.2.2 Partial Applications will not be considered. However, Applicants that miss the Initial Deadline can later apply to join the DPS pursuant to Section 4.3 below.

4.2.3 During the period in which the Initial Creation of the DPS is advertised on www.eTenders.gov.ie, Applications can be submitted through the eTenders portal and will be held in the secure tender-box until the Initial Deadline has expired.

⁴ Alternatively, Applicants may submit an eESPD which has already been used in a previous procurement procedure for the HSE provided that they confirm that the information contained in it continues to be correct.

⁵ This is where the DPS is being established for the first time.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

4.3 Applying for Admission into the DPS once established⁶

- 4.3.1 Applicants may continue to submit an Application to join the DPS via the eTenders portal at any time after the Initial Deadline has passed, for the remaining duration of the DPS.
- 4.3.2 Applications submitted after the Initial Deadline has passed will not be considered for the initial creation of the DPS, which shall be confined to those Applications which have been submitted prior to the Initial Deadline. Applications may continue to be submitted for consideration after the initial creation of the DPS, and such Applications will have to complete and submit the same documentation as if joining at the Initial Creation of the DPS.
- 4.3.3 Applications received after the Initial Deadline shall be evaluated within 10 working days following receipt of the Application. The period may be extended to 15 days where justified.

4.4 Queries

- 4.4.1 Applicants intending to submit an Application by the Initial Deadline may submit queries via the messaging facility on www.eTenders.gov.ie. Queries must be submitted no later than the Deadline for Queries. Queries received after this date may not be responded to prior to the initial creation of the DPS.
- 4.4.2 Following the establishment of the DPS, no time limits will apply to the submission of queries thereafter from new Applicants. Queries being submitted after the establishment of the DPS must also be submitted via the messaging facility on www.eTenders.gov.ie.
- 4.4.3 Where appropriate, queries may be amalgamated or paraphrased by the HSE. Applicants should note that subject to Section 4.4.5 below the HSE will not provide responses or clarifications to individual Applicants privately.
- 4.4.4 All queries must state that they relate to this DPS and must include the HSE reference number. No query of any kind in connection with this DPS should be made to any other person within, or associated with the HSE or any DPS Purchaser and any attempt to do so may, at the HSE's absolute discretion, result in the elimination of the Applicant from further consideration.
- 4.4.5 If an Applicant believes a query and/or its response is confidential or commercially sensitive it must mark the query as "**confidential**" or "**commercially sensitive**". If the HSE, at its absolute discretion, is satisfied that the queries and/or its responses should be properly regarded as confidential or commercially sensitive, the nature of the queries and their responses will be kept confidential (subject to the HSE's obligations under law).
- 4.4.6 If the HSE is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Applicant accordingly and require the Applicant to either withdraw the query or to raise any objection within three (3) calendar days of such notification and to state the grounds for its objection.

⁶ This is where the DPS has already been established and Applicants wish to apply to enter for the first time or to re-apply.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- 4.4.7 If the Applicant does not withdraw the query or raise any objection within the specified period, or the HSE is of the opinion that, notwithstanding the objection of the Applicant, the query is not confidential or commercially sensitive, the HSE may issue the query and its response to all Applicants.

SECTION 5: EXCLUSION GROUNDS & SELECTION CRITERIA

5.1. EXCLUSION GROUNDS

- 5.1.1 Applicants must self-declare, by way of Part III of the eESPD, that no grounds (mandatory or discretionary) for exclusion of the Applicant pursuant to Article 57 of the Regulations apply to them.

eESPD		
Part III A	Mandatory	Grounds relating to Criminal Convictions
Part III B	Mandatory	Grounds relating to Payment of Taxes or Social Security Contributions
Part III C	Mandatory	Grounds relating to Insolvency, Conflicts of Interests or Professional Misconduct

- 5.1.2 The HSE intends to exclude any Applicant to whom any ground for exclusion pursuant to Part III of Article 57 of the Regulations applies.
- 5.1.3 At any time during the term of the DPS, the HSE may require a DPS Appointee to provide evidence of its continued compliance with the self-declared Exclusion Grounds.

5.2 SELECTION CRITERIA

- 5.2.1 Applicants must self-declare, by way of their response to the relevant section of the RTP that they satisfy the Selection Criteria referred to in the table below.
- 5.2.2 The Selection Criteria for admission to the DPS are as follows:

Lot 1- Temperature Controlled Supply Chain Management Service Vaccines (Routine, Catch-up, Campaign and Pandemic Response)

Ref.	Selection Criteria	Mandatory Requirement (Pass/Fail) LOT 1	
RTP Section 3.0	Economic and Financial Standing	Overall turnover	Meets or exceeds the average turnover requirement of €4 million for the last three financial years.
		Audit Opinion	Provide copies when requested



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

Ref.	Selection Criteria	Mandatory Requirement (Pass/Fail) LOT 1	
		Bankers letter	Provide letter when requested
RTP Section 4.0	Insurance	Confirmation that the Applicant has in place, or commits to and has the ability to obtain ⁷ the Insurance levels outlined in the table at Section 5.2.4.	
RTP Section 5.0	Technical and Professional Ability	Tender Specific Company References	
RTP Section 6.1	Professional Qualification	At the date of the Application, hold a <u>Manufacturing Licence</u> issued pursuant to the Medicinal Products (Control of Manufacture) Regulations, 2007 (S.I. No 539 of 2007) and any amendments thereto.	
RTP Section 6.2	Professional Qualification	At the date of Application, hold ⁸ valid <u>Wholesale licence</u> issued pursuant to the Medicinal Products (Control of Wholesale Distribution Regulations 2007 (S.I. No 538 of 2007) and any amendments thereto.	
RTP Section 6.3	Professional Qualification	Must have the approval of HPRA (or equivalent body) for both storage facility(s) and vehicles for use in provision of the tendered service ⁹	
RTP Section 6.4	Professional Qualification	Must demonstrate compliance with requirement that all products must be distributed in accordance with current Good Delivery Practice requirements	
RTP Section 6.5	Professional Qualification	Must confirm compliance with the Falsified Medical Directive (2011/62/EU) (FMD)	
RTP Section 7.0	Internal Quality Assurance Procedures & External quality Assurance and Accreditation	Applicants must confirm that they have appropriate external quality assurance mechanisms in place and accreditations attained relevant to this lot being applied for.	
RTP Section 8.0	Staff Training & Vetting Procedures	Applicant must confirm that they have satisfactory staff training and vetting procedures in place and operation.	

⁷ Commits to and has the ability to obtain the required Insurance levels in the event of being awarded a Contract pursuant to a Mini-Competition

⁸ Licence must be held at the date of submission of the tender for appointment to the DPS

⁹ Should the requirements be updated during the lifetime of the DPS, appointees are required to operate in compliance with any relevant updates and to notify the HSE of same.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

Ref.	Selection Criteria	Mandatory Requirement (Pass/Fail) LOT 1
RTP Section 9.0	Data Protection	In line with General Data Protection Regulation (GDPR), Applicants must confirm they have in place policies and procedures
RTP Section 10	Environmental Policies & Procedures	Applicant must confirm that they have in place an environmental management and waste disposal policy

Lot 2- Temperature Controlled Supply Chain Management Service Blood Products (Health Care Delivery Organisation)

Ref.	Selection Criteria	Mandatory Requirement (Pass/Fail) LOT 1	
RTP Section 3.0	Economic and Financial Standing	Overall turnover	Meets or exceeds the average turnover requirements of €2 million for the last three financial years.
		Audit Opinion	Provide copies when requested
		Bankers letter	Provide letter when requested
RTP Section 4.0	Insurance	Confirmation that the Applicant has in place, or commits to and has the ability to obtain ¹⁰ the Insurance levels outlined in the table at Section 5.2.4.	
RTP Section 5.0	Technical and Professional Ability	Tender Specific Company References	
RTP Section 6.1	Professional Qualification	At the date of Application, hold a valid Distributor Licence under the EU Blood Directive 2002/98/EC and any amendments thereto;	
RTP Section 6.2	Professional Qualification	Must confirm compliance with CGMP Version 5 and any amendments thereto	
RTP Section 6.3	Professional Qualification	Applicants must distribute manufactured products in accordance with the current GDP requirements and EU Directives & Statutory Instruments.	

¹⁰ Commits to and has the ability to obtain the required Insurance levels in the event of being awarded a Contract pursuant to a Mini-Competition



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

Ref.	Selection Criteria	Mandatory Requirement (Pass/Fail) LOT 1
RTP Section 7.0	Internal Quality Assurance Procedures & External quality Assurance and Accreditation	Applicants must confirm that they have appropriate external quality assurance mechanisms in place and accreditations attained relevant to this lot being applied for.
RTP Section 8.0	Staff Training & Vetting Procedures	Applicants must confirm that they have satisfactory staff training and vetting procedures in place and operation.
RTP Section 9.0	Data Protection	In line with General Data Protection Regulation (GDPR), Applicants must confirm they have in place policies and procedures
RTP Section 10	Environmental Policies & Procedures	Applicants must confirm that they have in place an environmental management and waste disposal policy

5.2.3 At any time during the term of the DPS, the HSE may require a DPS Appointee to provide evidence of its continued compliance with the self-declared Selection Criteria. By submitting a self-declaration, Applicants are further declaring that they are able, upon request and without delay, to provide the relevant supporting documentation to the HSE.

5.2.4 The applicable Insurance types and levels that the Applicant must have in place (or confirms their commitment and ability to obtain, if required) are:

Insurance Type	Insurance Level
Product Liability Insurance	€6.5m
Public Liability Insurance	€6.5m
Employer's Liability Insurance	€12.7m
Motor insurance required by Law	Third Party Property Damage- €2.6m Third Party Personal Damage-Unlimited

The HSE reserves the right to include additional insurance requirements if required during the lifetime of the DPS and/or at mini competition stage.

5.2.5 The Applicant shall agree to maintain in force during the period of any Contract pursuant to a Mini-Competition, full and comprehensive insurance policies in respect of all customary liabilities and risks undertaken by the Applicant in connection with the provision of the Service.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

SECTION 6: EVALUATION OF APPLICATIONS FOR THE DPS

- 6.1 Each Application will be checked to ensure that the Applicant has submitted the required information and that the Application has been submitted on time within the Initial Deadline set by this document and is complete. Applicants who do not comply with these requirements will be informed of their non-compliance and will be free to re-submit an amended Application for consideration by the HSE as part of a subsequent evaluation of new Applications.
- 6.2 The HSE will evaluate the Application to determine if it satisfies each of the Exclusion Grounds and Selection Criteria. The Applications will be evaluated on a **Pass or Fail** basis.
- 6.3 Applicants whose Application is deemed to have satisfied each of the Exclusion Grounds and Selection Criteria will be recommended for appointment to the DPS.
- 6.4 Following approval of the recommendation, the HSE will then inform Applicants in writing via eTenders whether or not they have been admitted to the DPS.
- 6.5 In the event that an Application is rejected, the HSE will inform the Applicant of the reasons for rejection, and the Applicant will be free to re-submit an amended Application for consideration by the HSE as part of a subsequent evaluation of Applications.
- 6.6 The HSE shall maintain the list of DPS Appointees for electronic access by DPS Purchasers when they wish to commence a Mini-Competition to establish a specific Contract.
- 6.7 Appointment to the DPS shall not:
 - 6.7.1 act as a guarantee for any award of a Contract for the supply of Services;
 - 6.7.2 create an obligation on the HSE or any DPS Purchaser to purchase any Services via the DPS;
 - 6.7.3 provide any guarantee of business to DPS Appointees;
 - 6.7.4 constitute either a contract or the authorisation to supply the Services to the HSE or any DPS Purchaser.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

SECTION 7: MINI-COMPETITIONS

- 7.1 Any DPS Purchaser that wishes to award a Contract for the Services, in total or in any part thereof, pursuant to the DPS, shall do so by means of a Mini-Competition.
- 7.2 A Mini-Competition may be conducted by or on behalf of an individual DPS Purchaser on a local, regional or national basis. The scope of each Mini-Competition will be set out in the relevant Invitation to Tender.
- 7.3 All DPS Appointees will be invited to participate in each Mini-Competition by way of an Invitation to Tender which will be notified directly to the DPS Appointees. The Mini-Competition will not be advertised publicly and no supplier or organisation, other than the DPS Appointees, will be entitled to submit a tender.
- 7.4 Invitations to Tender will be available electronically to each DPS Appointee. Each DPS Appointee can choose whether, or not, they wish to participate in the Mini-Competition.
- 7.5 The nature and scale of the Services being procured in the Mini-Competition, which may include all or some of the Services specified at Appendix 2 of this DPS Invitation, will be set out in the relevant Invitation to Tender.
- 7.6 The relevant Invitation to Tender will also set out the specification of requirements, mandatory and scorable award criteria and weightings to be applied to evaluate the Tenders submitted as part of the Mini-Competition.
- 7.7 The specific award criteria and weightings will be outlined in the relevant Invitation to Tender, but will fall within the following ranges:

Mini-Competition Criteria	Range of Weightings
Ultimate Cost	20 - 90%
Quality	10 - 80%
Total	100%

- 7.8 Each Mini-Competition Criteria may be divided into sub-criteria, and the weightings for each sub-criterion will fall within the range of weightings above for the relevant Mini-Competition Criteria.
- 7.9 The duration of any Contract awarded pursuant to a Mini-Competition will vary depending on the requirements of the DPS Purchasers, and will be advised in the relevant Invitation to Tender, but shall not be limited by the term, or term remaining, of the DPS
- 7.10 The Mini-Competition Document Pack will include all documents relevant to the Mini-Competition. Unless otherwise specified in the Invitation to Tender, it is anticipated that that Mini-Competition Document Pack will include (where relevant):



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- Mini-Competition Invitation to Tender;
- Mini-Competition Response Document;
- HSE Tender Competition Rules;
- HSE Standard Terms for Supplies and Services;
- HSE Service Provider Data Processing Agreement;

- 7.11 Please note that DPS Purchasers, who do not fall under the governance of the HSE, may issue alternative or additional documents to DPS Appointees as a condition of participating in a Mini-Competition.
- 7.12 On the basis of the Tenders received, the DPS Purchaser will apply the specific award criteria and weightings specified in the Invitation to Tender for the purpose of awarding a Contract for the Services included in the scope of the Mini-Competition.
- 7.13 Each Contract shall constitute a separate agreement between the DPS Purchaser(s) and DPS Appointee(s) who are successful in the Mini-Competition.
- 7.14 A Contract Agreement shall be executed between the relevant DPS Purchaser(s) and the DPS Appointee(s) successful in the Mini-Competition. Operational management of the Contract Agreement shall be the responsibility of the DPS Purchaser(s), unless otherwise specified in the Contract Agreement.
- 7.15 The successful DPS Appointee(s) may be required, as a condition of the award of the Contract, to provide evidence to the DPS Purchaser that it continues to satisfy each of the Exclusion Grounds and Selection Criteria outlined at Section 5 of this DPS Invitation.
- 7.16 Contracts awarded pursuant to a Mini-Competition under the DPS shall be based upon the documents included in the Mini-Competition Document Pack. Further conditions may be incorporated within specific Contract Agreements. Where this is the case, details of those further conditions will be included with the relevant Mini-Competition Document Pack



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

APPENDIX 1 - DPS PURCHASERS

The following entities (each a “DPS Purchaser”) may award Contracts under the DPS.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies).
2. Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health and personal social services funded by more than 50% from Exchequer fund. (A complete list of HSE funded Agencies can be found at www.hse.ie).
3. Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service).
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools.
5. An Garda Síochána (Police).
6. The Irish Prison Service.
7. The Defence Forces.
8. Dublin Fire Brigade.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

APPENDIX 2 – Services*

The specific requirements for a particular contract for each Lot will be set out in the relevant mini competition. However the contract may include (but will not be restricted to) the following services;

Lot 1 Vaccines

- Known requirements for a Cold Chain service for vaccines and also will facilitate a Cold Chain service in the event of a pandemic.
- Services to include all delivery types e.g. scheduled, unscheduled within dispatch times, unscheduled outside normal dispatch, emergency (various categories).
- The maintenance, packaging and handling of the products in a temperature controlled environment that ensures that products are protected from damage
- Demonstrate the capability and capacity to provide an assured temperature controlled storage and delivery service for products from a manufacturer's, distributors or their own facility to multiple locations throughout the HSE and Healthcare Sector.
- The specific requirements for a particular contract will be set out in the relevant mini competition. However the contract may include (but will not be restricted to) the following services:
 - Capability and capacity to provide a quality assured temperature controlled environment and quality assured temperature controlled storage of medicinal products in a dedicated secure cold room for vaccines
 - The management and co-ordination of product requirements/orders and their fulfilment on a monthly or as required cycle basis (dependent on product type);
 - The requisition and delivery of temperature controlled products required by a particular location from the HSE's contracted suppliers. Deliveries will be to a number and type of locations which will be specified in the mini competition for the relevant Lot;
 - Customer Relationship Management;
 - Customer Database Management and upkeep;
 - The provision of on line real-time information on products in storage, transit or delivered to the sites;
 - The provision of electronic delivery tracking and proof of delivery;
 - The provision of electronic tracking of product location and temperature control when in transit;



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- The provision to the HSE of data to allow Key Quality Indicators to be monitored;
- The maintenance of exclusive inventories and records of products supplied and the management of these inventories on behalf of the HSE;
- Packaging and handling the products in such a manner to ensure the products are not damaged;
- The delivery of the requisitioned products to the delivery location in compliance with temperature controlled requirements;
- The provision of appropriate product security whilst stored or in transit;
- Storage, maintenance, calibration of HSE ULT freezers in a secure cage/area
- The provision of appropriate insurance cover to protect against product/financial loss;
- The return and recording of expired/damaged stock from delivery locations for onward return to the manufacturer /supplier for disposal;
- The provision of a dedicated Contract Manager for direct engagement with the HSE's personnel regarding all aspects of the management of this supply chain
- HSE dedicated Customer Service Agents.
- The provision of consolidated management reports to the HSE on a monthly or as otherwise advised basis;
- The operation of agreed Standard Operating Procedures (SOP's) for all aspects of the cold chain delivery service to include frequent compliance reviews of these SOP's and audits of the services provided against them
- The provision of a facility to over-label, barcode, repackage product as required under the appropriate approved process;
- The provision of a communication service for customers to include schedule information provision, leaflet drops etc.;
- The provision of an ICT system to support product ordering which can display client order history, associated sites, associated medical practitioners, and has the capability to allow for order rules to be applied based on product order, client type, site type, specific client etc.;
- The provision of an online ordering facility for ordering sites which incorporates at a minimum the following:



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- Online stock take facility either globally or product specific which can be set based on all sites, by site type or by individual site
 - Online product ordering facility with product type, product ratio, product amount limits capable of being set per site type or individual site
 - Online messaging system
 - Online view of order history per site by product and by order date
 - Online site data validation which can be triggered on a yearly basis or more frequent basis for each site
 - System should show indicative product costs
 - Should allow for a method of allowing back orders for product if configured to do so and provide an indication of low stock/out of stock back to sites
 - Real time assistance facility
 - Online messaging facility
 - Online returns look up facility for each site
 - Support a registration process for inclusion/exclusion in a specific campaign/pandemic situation.
- It is anticipated that the number of delivery locations in Lot 1 will be 3,700 approximately locations with up to two scheduled deliveries per site per month subject to change for the duration of the DPS.
- The required range of delivery temperatures will vary according to Lot and Product being supplied. Typical temperature ranges will be between +2 °C to 8 °C
- IT requirements. The technology solution shall be an integrated solution within SAP ERP and SAP EWM systems, which will allow customers, vendors and materials to be classified correctly for FMD activity, in addition to transactional based solutions within the Warehouse Management System to drive the warehouse operator activity.
- Must have additional physical space to allow the FMD process to be conducted in a controlled manner. A larger cold room shall be required and qualified. In addition, multiple FMD stations must be available in a designated area with process flow to organise vaccine packs to be inspected, scanned and assembled for delivery.
- At least 3 years' experience (within the previous 5 years) in managing a Temperature Controlled Supply Chain Management Service



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

Lot 2 Blood Products

- Service provider must provide a guaranteed Temperature Controlled Supply Chain Management Service for blood and blood components
- Services to include all delivery types e.g. scheduled, unscheduled within dispatch times, unscheduled outside normal dispatch, emergency (various categories).
- The proposed temperature controlled supply chain management solution must be operationally compatible with the Irish Blood Transfusion Service (IBTS) systems and procedures.
- Service providers must be capable of safely transporting blood Products in routine daily deliveries from Dublin / Cork to all hospitals nationally. Routine Normal opening is 8am to 8pm in each location. Outside of these times out of hours / emergencies are covered by on-call arrangements.
- Service provider must have the capacity to deliver multiple types of the various products before 14:00 hrs e.g. multiple units of red blood cells etc. All deliveries should be carried out before 14:00 hrs to facilitate hospital locations working in an effective manner.
- Provide delivery schedule for all hospitals.
- Service provider must be capable of safely transporting blood products in emergency situations at all times to all hospitals nationally.
- Service provider must ensure blood products are not transferred to another vehicle for onward deliveries except in case of breakdown or malfunction of a temperature controlled unit which must be reported to the HSE immediately.
- All vehicles to bear HSE and IBTS logos.
- Service provider must be capable of transporting product safely from the vehicle to the laboratory (in bulk) in all weather conditions whilst keeping the product and packaging dry.
- Service provider must be able to demonstrate response time to notification from the Dublin (IBTS) or Cork (MRTC) of 20 minutes for emergency or non-scheduled collections 24/7/365 including all holiday periods.
- Service provider must comply with all the required national and international legislation pertaining to the transport of blood products and diagnostic human samples.
- Service provider must immediately inform the HSE Hospital in question and the IBTS of any delays in transporting the blood products.
- Service provider must have in place contingency plans for adverse weather conditions to include yellow, orange and red coded weather conditions by outlining procedure for each warning code.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- Service provider must be capable of providing confirmation of transport duration time for each delivery, including actual time of collection and delivery. At a minimum this will be in the form of a print out. There should be a facility to re-print this information. In the event of failure, contingency must be provided.
- Service provider must have a mechanism, either written or electronic, that provides proof of delivery and receipt at the destination address.
- If a delivery is lost, damaged or delayed resulting in the blood products / samples being rendered unsuitable for use then the service provider will be responsible for the costs of product, transport and testing of repeat samples.
- Service provider must have in place reports and identify issues the root causes and implement corrective actions in the event of any incident whereby blood products / samples are lost or damaged during transportation.
- Service provider must have a dedicated liaison contact person in the event of any problems occurring
- Service provider must have a system for the transportation of products at different temperatures i.e., frozen, refrigerated and ambient
- Service provider must have a system in place for the quality management of temperature failures to include alerts in real time for the driver and base control.
- Service provider must have temperature controlled vehicles covering the temperatures $<-18^{\circ}\text{C}$, 2°C , -6°C , 18°C - 24°C with continual monitoring and GPS tracking.
- Service provider must have available details of temperature mapping of all transportation vehicles & packaging including calibration certificates of all equipment used, as requested.
- Service provider must provide Continuous Vehicle Temperature Graph for each delivery of blood products / samples highlighting the air probes and product probes including clear indication of loading time and unloading time.
- Service provider must ensure in compliance with EU Directives & Statutory Instruments that the "Fleet" from which the service is to be provided has sufficient capacity to fulfil any contract awarded.
- Service providers Fleet / Vehicles comply with the transportation of hazardous goods legislation.
- Service provider must ensure that all vehicles for daily delivery must have battery back up to maintain appropriate temperature on all temperature controlled units on the vehicle for up to 7 hours.
- Service provider must provide a unique collection and tracking number for each package collected and signature for same.



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

- Service provider must supply the transport containers for transporting the blood products. The containers require to be aerated, security sealed and cleanable. The capacity of each container must hold 10 units max of blood packs per container; or 2 units of platelets; or 10 units of frozen plasma (already pre-packed)
- Service provider must have a cleaning and disinfection protocol in place for cleaning of the containers.
- The supplied transport containers must comply with the specifications for transports of diagnostic specimens and infectious specimens in The Transport of Dangerous Goods Act 1998 and any regulations made under the act.
- The supplied transport containers must have all labelling and marking requirements to comply with the current ADR transport regulations.
- Service provider must ensure blood products / samples are protected from any damage when in the control of the Applicant ensuring appropriate product security while in transit.
- Service provider must have a Stock Replenishment System in place for the container used for the transport of blood products and ensure sufficient containers are available at all time at each centre (IBTS & MRTC).
- The required range of delivery temperatures will vary according to Lot and Product being supplied. Typical temperature ranges will be between +2 °C to 6 °C
- Service provider must ensure that there is a base controller available 24/7/365 for monitoring of all deliveries.
- Service provider will ensure availability of emergency drivers 24/7/365 with a record of >99.5% in meeting collection time KPIs.
- Service provider must ensure that all drivers are familiar with hospital and laboratory locations.
- Service provider must ensure that all drivers have GDP training.
- Service provider must provide monthly reports for scheduled and non-scheduled deliveries to each hospital.
- Service provider must provide reports, etc., of internal and external (e.g., HPRA) audits.
- Storage, distribution, maintenance of and delivery of services generally related to the Purchasers administration programme from the manufacturers or distributors plant to each Customer Delivery Location as specified during the term of a contract.
- IT Infrastructure- The technology solution shall be an integrated solution within SAP ERP and SAP EWM systems, which will allow customers, vendors and materials to be classified correctly for FMD



DPS Invitation for the provision of Temperature Controlled Supply Chain Management Services
HSE 24920

activity, in addition to transactional based solutions within the Warehouse Management System to drive the warehouse operator activity.

- At least 3 years' experience (within the previous 5 years) in managing a Temperature Controlled Supply Chain Management Service

*** The Services listed is indicative of the Services which the HSE intend to conduct competitions for but not an exhaustive list of Services required. The HSE may tender for/include additional services not contained within this Appendix.**