



**YORKSHIRE WATER SERVICES LIMITED**

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**RULES  
FOR REGULATED PROCUREMENT  
PROCESSES**

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1	June 2021	
2	August 2021	
3	January 2022	
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5	February 2024	Updates due to Procurement Act 2023

**YORKSHIRE WATER**  
**RULES FOR REGULATED PROCUREMENT PROCESSES**  
**VERSION 5 (FEBRUARY2025)**

## **INTRODUCTION**

### Background

These rules govern the Procurement Process and should be read in conjunction with all other Procurement Documents.

The Procurement Process is carried out in accordance with either the Utilities Contracts Regulations 2016 or the Procurement Act 2023 as applicable.

Yorkshire Water runs fair procurement processes. Yorkshire Water will treat bidders equally and without discrimination, will act with integrity and seeks to deliver value for money for its customers when running procurement processes.

### Effect of these rules

These rules set out how the Procurement Process is to run. These rules may be varied in respect of a particular Procurement Process, and to the extent that this is the case, Yorkshire Water will set this out in the Procurement Documents.

The Bidder accepts the binding nature of these rules in relation to the Procurement Process and any legal obligations contained in these rules by:

- clicking 'accept' in Ariba in relation to these rules; and/or
- participating and/or continuing to participate in the Procurement Process.

Non-compliance with these any of these rules and/or any Procurement Document(s) may result in:

- reappraisal of the Bidder's submission(s);
- rejection of the Bidder's submission(s); and/or
- exclusion of the Bidder from further participation in the Procurement Process.

## **DEFINED TERMS**

1. The following terms shall bear the following respective meanings in these rules:

- 1.1. **"Ariba"** – Yorkshire Water's SAP Ariba sourcing e-procurement system which is used to undertake the Procurement Process (unless otherwise stated by Yorkshire Water).
- 1.2. **"Bidder"** – an entity (e.g. company, limited liability partnership, firm, joint venture, etc) participating in this Procurement Process to be considered for the opportunity to supply the relevant goods, services and/or works which are the subject matter of this Procurement Process. "Bidders" and "Bidder(s)" shall be construed accordingly.
- 1.3. **"Confidential Information"** – all confidential information (however recorded, preserved or disclosed) disclosed by or on behalf of Yorkshire Water to the Bidder (including its representatives) including (without limitation):

- details of the Procurement Process;
- the fact that discussions and negotiations are taking place concerning the Proposed Contract and the status of such discussions and negotiations;
- the terms of these rules;
- any information that would be regarded as confidential by a reasonable person relating to the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software of Yorkshire Water; and
- log-on details and passwords which relate to the Procurement Process, Ariba, other IT systems, and Yorkshire Water generally,

but shall not include information which is:

- already in the possession of the Bidder prior to disclosure by Yorkshire Water;
- in the public domain at the time of disclosure or subsequently comes into the public domain through no fault of the Bidder;
- lawfully disclosed to the Bidder by a third party who, so far as the Bidder is aware, was not under an obligation of confidentiality in respect of the information;
- independently developed by an employee of a Bidder to whom no disclosure of any Confidential Information has been made; or
- required to be disclosed in compliance with a legal or regulatory requirement.

- 1.4. **“Contract Opportunity”** – the opportunity to supply the relevant goods, services and/or works to Yorkshire Water on conclusion of the Procurement Process, which are the subject matter of the Procurement Process.
- 1.5. **“Contractual Compliance”** - the Contractual Compliance stage of the Procurement Process during which the Bidder(s) will have an opportunity to comment on (if stated by Yorkshire Water) and ultimately agree the terms and conditions of the Proposed Contract.
- 1.6. **“Environmental Information Regulations 2004”** or **“EIR”** – The Environmental Information Regulations 2004 (SI 2004/3391) as amended from time to time.
- 1.7. **“Invitation to Tender”** or **“ITT”** - the Invitation to Tender stage of the Procurement Process whereby Bidder(s) are assessed using award criteria to assess the quality and/or commercial aspects of their bid for the Proposed Contract.
- 1.8. **“JV”** – joint venture.
- 1.9. **“Participation”** means the Participation stage of the Procurement Process under the Procurement Act 2023 by which Yorkshire Water will identify one or more Bidder(s) which meet Yorkshire Water's minimum requirements.
- 1.10. **“Procurement Act”** means the Procurement Act 2023 as amended from time to time.
- 1.11. **“Procurement Document(s)”** – any document(s) issued by Yorkshire Water as part of the Procurement Process, including (as applicable) the Selection or Participation, and ITT instructions documents and the conditions of participation or Selection questionnaire..

- 1.12. **“Procurement Process”** – the procurement process for the relevant Contract Opportunity from start to finish, comprising the stages relevant to the choice of procedure.
- 1.13. **“Proposed Contract”** – the contract that Yorkshire Water and the successful Bidder(s) will enter into following award of the Contract Opportunity on completion of the Procurement Process.
- 1.14. **“Selection”** means the Selection stage of the Procurement Process under the Utilities Contracts Regulations 2016 by which Yorkshire Water will identify one or more Bidder(s) which meet Yorkshire Water’s minimum requirements.
- 1.15. **“Special Purpose Vehicle”** or **“SPV”** – a legal entity (such as a limited company) set up for the sole or main purpose of bidding in the Procurement Process and/or entering into and performing the Proposed Contract if the Bidder is successful.
- 1.16. **“Utilities Contracts Regulations 2016”** – The Utilities Contracts Regulations 2016 (SI 2016/274) as amended from time to time.
- 1.17. **“Yorkshire Water”** – Yorkshire Water Services Limited (a company registered in England with company number 02366682).

## THE PROCEDURES FOR PROCUREMENT PROCESSES

### Choice of Procedure

Yorkshire Water will elect to use one of the procedures set out in the Utilities Contracts Regulations 2016 or the Procurement Act 2023. The choice of procedure will be stated in the Procurement Documents.

### Open Procedure

Where the procedure is the open procedure, the Procurement Process will consist of a single stage comprising assessment of Bidder(s) against:

- Yorkshire Water's minimum requirements (if any); and
- quality and/or commercial elements.

This stage will consist of criteria designed to ascertain the most economically advantageous tender or the most advantageous tender from the perspective of Yorkshire Water.

Questions may be given a score or passed/failed. The precise criteria, relative weightings and method of assessment will be determined by Yorkshire Water in its discretion and set out in the Procurement Documents.

A 'fail' for any question may mean that the Bidder will not be awarded the Proposed Contract. If during assessment of submissions, it is apparent that a Bidder has failed a question, Yorkshire Water need not continue the assessment further.

Yorkshire Water will issue the proposed terms and conditions for the Proposed Contract and these will be the terms and conditions against which Bidders will bid. This document will be final and no alterations, qualifications or derogations by a Bidder from the proposed terms and conditions will be accepted (save for the correction of errors or insertion of bidder-specific information etc).

### *Award*

The top ranked Bidder(s) in the single stage will be successful and awarded the Proposed Contract.

Yorkshire Water may (but need not definitively) state in the Procurement Documents how many Bidder(s) may be successful.

### *Entry into Contract*

The successful Bidder(s) shall, within timescales stated by Yorkshire Water, enter into a formal written contract for the Proposed Contract in the form finally issued as part of the Procurement Process.

If requested by Yorkshire Water, the successful Bidder(s) shall utilise Yorkshire Water's e-signature software to sign the contract.

## Negotiated Procedure under the Utilities Contract Regulations 2016

Where the procedure is the negotiated procedure, the Procurement Process will consist of three stages as follows.

Stages may be run consecutively, concurrently or with overlap; further details will be given in the Procurement Documents.

### *Selection stage*

The Selection stage consists of a selection questionnaire ('SQ') which is designed to ascertain whether or not the Bidder(s) meet the minimum requirements of Yorkshire Water.

Questions may be given a score or passed/failed. The precise criteria, the relative weightings and the method of assessment will be determined by Yorkshire Water in its discretion and set out in the Procurement Documents.

Bidder(s) who are successful in the Selection stage will progress to the Contractual Compliance stage.

A 'fail' for any question may mean that the Bidder will not progress to the Contractual Compliance stage. If during assessment of submissions, it is apparent that a Bidder has failed a question, Yorkshire Water need not continue the assessment further.

### *Contractual Compliance stage*

The Contractual Compliance stage consists of feedback on, refining of, and agreement to the terms and conditions of the Proposed Contract, possibly including negotiations between Yorkshire Water and the Bidder(s).

While any Bidder response(s) in relation to the terms and conditions will be considered by Yorkshire Water, Yorkshire Water makes no guarantee that any or all proposed changes will be incorporated into the Proposed Contract. Yorkshire Water has the discretion to propose the precise final terms and conditions against which Bidders will bid. Yorkshire Water will review Bidder response(s) and reissue the Proposed Contract document(s). Any reissued document(s) will be final and no further alterations, qualifications or derogations by a Bidder from the terms and conditions proposed will be accepted (save for the correction of errors or insertion of bidder-specific information etc). By participating in the ITT stage, Bidders accept the terms of the final issued Proposed Contract.

### *ITT stage*

The ITT stage will consist of quality & commercial elements, whereby Bidders submit responses and Yorkshire Water assesses quality and commercial information by Bidders against criteria designed to ascertain the most economically advantageous tender from the perspective of Yorkshire Water.

Questions may be given a score or passed/failed. The precise criteria, the relative weightings and the method of assessment will be determined by Yorkshire Water in its discretion and set out in the Procurement Documents.

A 'fail' for any question may mean that the Bidder will not be awarded the Proposed Contract. If during assessment of submissions, a Bidder is awarded a fail for a particular question, Yorkshire Water need not continue the assessment of that Bidder's submission further.

Submissions for and assessment of the quality and commercial aspects may take place at the same time or may form separate sub-stages, as indeed may the contractual compliance and quality & commercial aspects overall.

Yorkshire Water may require one or multiple rounds of submission. Yorkshire Water may shortlist Bidders to progress to subsequent sub-stage(s) after Bidders' submission(s). The details regarding such sub-stages and shortlisting will be set out in the Procurement Documents. Yorkshire Water may take the best Bidders through to the next stage or the next round of submission.

#### *Award*

Subject to acceptance by the Bidder(s) of the final terms and conditions for the Proposed Contract, the top ranked Bidder(s) in the ITT stage will be successful and awarded the Proposed Contract.

Yorkshire Water may (but need not definitively) state in the Procurement Documents how many Bidder(s) may be successful.

#### *Entry into Contract*

The successful Bidder(s) shall, within timescales stated by Yorkshire Water, enter into a formal written contract for the Proposed Contract in the form finally issued as part of the Procurement Process.

If requested by Yorkshire Water, the successful Bidder(s) shall utilise Yorkshire Water's e-signature software to sign the contract.

### Competitive Flexible Procedure under the Procurement Act 2023

Where the procedure is the competitive flexible procedure, the Procurement Process will consist of three stages as follows.

Stages may be run consecutively, concurrently or with overlap; further details will be given in the Procurement Documents.

#### *Participation stage*

The Participation stage consists of conditions of participation ('CoP') which is designed to ascertain whether or not the Bidder(s) meet the minimum requirements of Yorkshire Water.

Questions may be given a score or passed/failed. The criteria, the relative weightings and the method of assessment will be determined by Yorkshire Water in its discretion and set out in the Procurement Documents.

Bidder(s) who are successful in the Participation stage will progress to the Contractual Compliance stage.

A 'fail' for any question may mean that the Bidder will not progress to the Contractual Compliance stage. If during assessment of submissions, it is apparent that a Bidder has failed a question, Yorkshire Water need not continue the assessment further.

#### *Contractual Compliance stage*

The Contractual Compliance stage consists of feedback on, refining of, and agreement to the terms and conditions of the Proposed Contract, possibly including negotiations between Yorkshire Water and the Bidder(s).

While any Bidder response(s) in relation to the terms and conditions will be considered by Yorkshire Water, Yorkshire Water makes no guarantee that any or all proposed changes will be incorporated into the Proposed Contract. Yorkshire Water has the discretion to propose the precise final terms and conditions against which Bidders will bid. Yorkshire Water will review Bidder response(s) and reissue the Proposed Contract document(s). Any reissued document(s) will be final and no further alterations, qualifications or derogations by a Bidder from the terms and conditions proposed will be accepted (save for the correction of errors or insertion of bidder-specific information etc). By participating in the ITT stage, Bidders accept the terms of the final issued Proposed Contract.

#### *ITT stage*

The ITT stage will consist of quality & commercial elements, whereby Bidders submit responses and Yorkshire Water assesses quality and commercial information by Bidders against criteria designed to ascertain the most advantageous tender from the perspective of Yorkshire Water.

Questions may be given a score or passed/failed. The precise criteria, the relative weightings and the method of assessment will be determined by Yorkshire Water in its discretion and set out in the Procurement Documents.

A 'fail' for any question may mean that the Bidder will not be awarded the Proposed Contract. If during assessment of submissions, a Bidder is awarded a fail for a particular question, Yorkshire Water need not continue the assessment of that Bidder's submission further.

Submissions for and assessment of the quality and commercial aspects may take place at the same time or may form separate sub-stages, as indeed may the contractual compliance and quality & commercial aspects overall.



Yorkshire Water may require one or multiple rounds of submission. Yorkshire Water may shortlist Bidders to progress to subsequent sub-stage(s) after Bidders' submission(s). The details regarding such sub-stages and shortlisting will be set out in the Procurement Documents. Yorkshire Water may take the best Bidders through to the next stage or the next round of submission.

#### *Award*

Subject to acceptance by the Bidder(s) of the final terms and conditions for the Proposed Contract, the top ranked Bidder(s) in the ITT stage will be successful and awarded the Proposed Contract.

Yorkshire Water may (but need not definitively) state in the Procurement Documents how many Bidder(s) may be successful.

#### *Entry into Contract*

The successful Bidder(s) shall, within timescales stated by Yorkshire Water, enter into a formal written contract for the Proposed Contract in the form finally issued as part of the Procurement Process.

If requested by Yorkshire Water, the successful Bidder(s) shall utilise Yorkshire Water's e-signature software to sign the contract.

## **GENERAL RULES**

### Procurement Documents

All Procurement Documents, other documentation and communications provided to Bidders by Yorkshire Water may be used by each Bidder, its professional advisers and other relevant parties solely for the purpose of tendering for the Contract Opportunity and for no other purpose.

All documentation of whatever nature provided to Bidders in the Procurement Process shall remain the property of Yorkshire Water and is made available on the basis that it and the information it contains are treated in confidence.

Yorkshire Water reserves the right to amend the Procurement Documents at any time.

### Use of SAP Ariba Sourcing

Bidder(s) must use Ariba to submit all responses in the Procurement Process (unless otherwise stated by Yorkshire Water).

Transmission of documents, communications and/or completion and submission of responses or questions etc via Ariba shall have the same effect, validity and enforceability as if such documents and communications were submitted in original hard copy form, by email, or other electronic means.

### Lots

The Proposed Contract may be split into lots.

Yorkshire Water may limit the number of lots which may be awarded to a particular Bidder.

Yorkshire Water may combine two or more lots during the Procurement Process.

### Bidding Entity

In relation to the legal entity or entities who is/are the Bidder, in general the Bidder must remain the same, and should not change, throughout the Procurement Process.

There may be limited grounds to change the entity or entities (for instance, a genuine corporate restructuring). If the Bidder wishes to change the entity or entities bidding, the Bidder should contact Yorkshire Water for guidance.

If the Bidder is successful, the award will be made to the Bidder and it is the Bidder who must enter into the Proposed Contract.

Any person participating in the Procurement Process may only participate once. A person cannot bid as part of more than one Bidder, for instance bidding alone and also participating in a JV, or participating in two JVs. This applies to sub-contractors as well, where for instance two Bidders utilising the same sub-contractor could have a detrimental effect on the operation of the Procurement Process as a fair, equal, non-discriminatory, and transparent process for all Bidders. Where a business is found to be bidding as more than one Bidder, Yorkshire Water may exclude the relevant Bidders from the Procurement Process.

Absent any express limitation in the Procurement Documents, where there are multiple lots businesses can bid for multiple lots. If Yorkshire Water intends to limit bidding in multiple lots by the same Bidder, it will state this in the Procurement Documents.

Two companies in the same group (i.e two companies where the same person exercises significant control over both entities, are part of the same group, or one controls the other etc) may not both participate in a particular Procurement Process. This does not apply to where there are multiple lots; one may bid in one lot and the other in another lot so long as this is fair. Where such situations apply, Bidders should seek guidance from Yorkshire Water.

#### Joint Ventures and Consortia

JVs and consortia are permitted to bid (unless stated by Yorkshire Water), including both incorporated and unincorporated JVs.

If a Special Purpose Vehicle ('SPV') is used, Yorkshire Water may (in addition to the specific contractual requirements) require additional information and additional security from the Bidder's owners. The ownership of an SPV (including beneficial ownership and the proportion of shares held) must be made known to Yorkshire Water if requested.

If an unincorporated JV or consortium is proposed, Yorkshire Water will require joint and several liability from all members of the JV or consortium in the Proposed Contract (subject to the specific terms of the contract documents).

Bids by JVs and consortia will be assessed as a whole, i.e. submissions are to be made by the JV or consortium, and not separate or part submissions for each member or shareholder of the JV or consortium. For these purposes, it is permissible to nominate a lead bidder within the JV or consortium who is authorised to submit responses on behalf of all members of the JV or consortium, which shall be deemed to be the JV or consortium submissions. The Bidder must inform Yorkshire Water and provide details of the JV and consortium members. In such cases, Yorkshire Water may request authorisation in writing from the other JV or consortium members for the lead bidder to fulfil that role.

A Bidder which is a JV or consortium must ensure that it complies with any specific requirements set out in the Procurement Documents for JVs and consortium members to provide any information and/or individual declarations required as set out in the Procurement Documents.

Though it is generally permissible to use the various members of the JV/consortium to fulfil different requirements, some questions may require a minimum standard from each and every member of the JV or consortium. The relevant rules in this regard will be set out by Yorkshire Water in the Procurement Documents.

### Completion of Submissions

The Bidder must follow instructions given and complete submitted documents in full, answering all questions.

Bidders should submit responses in the format requested and must not make any additions, deletions or amendments to Yorkshire Water templates. If the Bidder identifies an ambiguity, discrepancy, error or omission within a Yorkshire Water template, the Bidder should notify Yorkshire Water who will provide guidance. Yorkshire Water may notify all Bidders of the ambiguity, discrepancy, error or omission and provide a clarification or reissue the template.

Yorkshire Water is under no obligation to clarify or highlight Bidder errors with that Bidder, including any answer which for instance:

- is incomplete;
- is left blank;
- contains errors (whether typographical or otherwise); and/or
- represents a failure to follow instructions or templates.

Such answers may result in failure of a question, a score of zero or a reduced score as appropriate.

In submitting responses and in general, Bidders should not make any assumptions about past or current supply relationships with Yorkshire Water. Unless (and only to the extent) permitted by the Utilities Contracts Regulations 2016, or the Procurement Act 2023, prior relationships will not be taken into account; submissions will be assessed solely on the basis of the information requested and submitted in the particular Procurement Process.

### Submission Accuracy

The Bidder shall ensure all information provided is accurate and up to date at the time of any submission to Yorkshire Water. Failure to disclose material information or falsification of information may result in the Bidder being disqualified from the Procurement Process.

The Bidder must inform Yorkshire Water immediately if, following submission:

- the Bidder has inadvertently submitted in inaccurate information;
- material information comes to light which renders a submission inaccurate; and/or
- circumstances materially change.

Depending on the nature and impact of the new information, changed circumstances or inaccurate submission, Yorkshire Water may:

- reassess the Bidder's submissions;
- reject the Bidder's submission; and/or
- exclude the Bidder from the Procurement Process.

### Non-Compliant Bids

Yorkshire Water may consider a submission to be non-compliant in circumstances where a Bidder:

- does not follow any instruction in the Procurement Documents;

- does not answer a question at all or only partially answers a question;
- qualifies its bid with reservations or qualifications which are not authorised by the Procurement Documents; and/or
- does not comply with any of these rules.

Non-compliant submissions may be invalid and result in the Bidder not progressing to the next stage of the Procurement Process or, if at the final stage, not being awarded the Proposed Contract.

#### Variant Bids

A variant bid (or 'variant') is where a Bidder proposes an alternative solution to that set out by Yorkshire Water. A variant may suggest a different or innovative way of providing Yorkshire Water's requirements such that Yorkshire Water obtains a benefit.

Yorkshire Water may authorise or require variants which meet Yorkshire Water's minimum requirements. In addition, Yorkshire Water may require that variants are only submitted where a tender which is not a variant is also submitted.

Yorkshire Water will indicate in the Procurement Documents whether or not it authorises or requires the submission of variants. Unless variants are expressly authorised or required, they are not permitted.

If variants are authorised or required, Yorkshire Water will set out its minimum requirements for variants in the Procurement Documents. The award criteria will be applied to variants meeting the minimum requirements as well as to bids which are not variants (a so-called 'compliant' bid).

#### Tie-breakers

There may be occasions where scores between two or more Bidders are level. This includes situations where due to the methodology for assessing submissions there is a statistical tie, that is, where the scores are not precisely level but there is a tie within an acceptable margin of error making it difficult, if not impossible, to differentiate between two or more submissions.

Yorkshire Water may resolve a tie-breaker using:

- treating the commercial elements as determinative (i.e. the cheaper tender would be preferred); or
- additional questions to be answered.

It is important to note that ordinarily, where there is no possibility of a statistical tie, any margin of differentiation in scores (however small) is sufficient to ascertain which Bidder(s) progress and/or are awarded a contract.

#### Timetable

The timetable detailed in the Procurement Documents and/or in any subsequent communications (as amended and updated by Yorkshire Water) should be strictly adhered to by Bidders.

Yorkshire Water may reject any submission(s) that do not comply with the applicable timetable and the deadlines set out therein.

#### Confidentiality

The Bidder shall:

- use Confidential Information solely for the purpose of bidding in the Procurement Process and not use or exploit Confidential Information for any other purpose whatsoever;

- treat Confidential Information as being strictly private and confidential and take all necessary steps to protect it from disclosure to any third party, save that it may disclose Confidential Information:
  - to its professional advisers, on terms which preserve confidentiality, for the purpose of advising the Bidder; and/or
  - to third parties which the Bidder intends to use as sub-contractors for the Proposed Contract and whose input is necessary for the purpose of submitting a response in the Procurement Process; and/or
  - as required by law. In such a case, the Bidder shall give to Yorkshire Water as much notice of such disclosure as possible and where possible take into account the reasonable requests of Yorkshire Water in relation to the disclosure;
- apply security measures and a degree of care to the Confidential Information sufficient to secure the Confidential Information from unauthorised disclosure, copying or use;
- ensure that Confidential Information is only disclosed to those of the Bidder's personnel as is necessary for the Bidder's participation in the Procurement Process, ensure that such personnel are aware of the confidentiality obligations in these rules, and take all reasonable measures to procure that such persons do not cause the Bidder to breach these rules;
- not copy or permit to be copied, reduce to writing or otherwise record the Confidential Information except as necessary for the Bidder's participation in the Procurement Process (and any such copies, reductions to writing and records shall be the property of Yorkshire Water);
- not make, or permit any person to make, any public announcement concerning the Procurement Process, these rules or its prospective interest in the Proposed Contract, without the prior written consent of Yorkshire Water (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority; and
- at the request of Yorkshire Water, return to Yorkshire Water or destroy or delete (to the extent technically practicable) all documents and materials containing Confidential Information, including any copies containing, reflecting, incorporating, or based on Yorkshire Water's Confidential Information and certify in writing that it has done so, provided that the Bidder may retain documents and materials containing, reflecting, incorporating, or based on, Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Bidder to retain a record of its participation in the Procurement Process.

The delivery of documents and materials containing Confidential Information shall not amount to a licence in favour of the Bidder. All Confidential Information shall remain the property of Yorkshire Water. Any and all applicable intellectual property rights in, for or relating to the Confidential Information shall remain with Yorkshire Water.

The Bidder acknowledges that a breach of the rules concerning confidentiality may result in irreparable harm to Yorkshire Water, the extent of which may be difficult to ascertain and, in any event, money damages may be inadequate in the event of such a breach. As such, Yorkshire Water shall be entitled to specific performance and injunctive or other equitable relief as a court of competent jurisdiction deems appropriate, and such remedies shall not be the exclusive remedy for a breach of such rules, but shall be in addition to all other remedies available at law or equity.

### Communications

Bidders should communicate with Yorkshire Water in relation to the Procurement Process only via Ariba (unless otherwise requested) and Bidders should make use of the messaging system within Ariba for this purpose.

The use of email or letter to contact individuals in Yorkshire Water or submit responses is not permitted, save for exceptional circumstances (for instance access to Ariba is interrupted).

Only formal correspondence from, and documents issued by, Yorkshire Water through Ariba should be considered to reflect the views, guidance or clarifications of Yorkshire Water, unless otherwise stated.

### Meetings, Interviews & Site Visits

Meetings, interviews and/or site visits may be held as part of the Procurement Process, including for assisting Bidders in providing information and clarity, for negotiation (where applicable), and assessment.

If meetings, interviews and/or site visits are to be used, it will be stated in the Procurement Documents or otherwise communicated by Yorkshire Water. Bidders must adhere to Yorkshire Water's site policies and any specific information or other requirements.

### Information Provided by Yorkshire Water

Yorkshire Water acts in good faith in presenting information to Bidders in the Procurement Process accurately so far as it is reasonably practicable for Yorkshire Water to determine.

The information does not purport to be comprehensive or to have been independently verified. It is intended to provide sufficient information for Bidders to provide bids in response to the Contract Opportunity. No warranty is given as to the accuracy or completeness of the information contained in the Procurement Documents and any liability for any inaccuracy or incompleteness is therefore expressly excluded by Yorkshire Water and its advisers.

It shall be each Bidder's responsibility to confirm the accuracy, validity and appropriateness of any documentation upon which the Bidder's submissions relies, irrespective of the source.

The Bidder shall promptly notify Yorkshire Water of any ambiguity, discrepancy, error or omission within any Yorkshire Water documents. Yorkshire Water may notify all Bidders of the ambiguity, discrepancy, error or omission and provide a clarification.

### Format of Submissions

All written correspondence and submissions shall be legible and in the English language.

All documents submitted by Bidder(s) shall be able to be accessed using the Microsoft Office suite of products or, if in PDF format, Adobe Reader, unless otherwise stated in the Procurement Documents.

### Bidder Clarifications

Bidders may seek clarification of any perceived ambiguity or any matter which is not fully understood relevant to the Procurement Process and/or Contract Opportunity, whether in the Procurement Documents, any communication or otherwise. Yorkshire Water will endeavour to respond to the request.

Any Bidder requests for clarification should be submitted using the messaging system within Ariba.

### *Confidentiality*

It is acknowledged that Bidders may consider that its request for clarification is of a confidential nature, and that to provide Yorkshire Water's response to all Bidders may reveal, for instance, a commercially sensitive fact or an innovative approach.

Yorkshire Water must balance Bidder confidentiality with the need to operate a fair, equal, non-discriminatory and transparent Procurement Process.

If a Bidder considers the clarification to be confidential, the following procedure must be used:

The Bidder should mark the clarification request as "CONFIDENTIAL".

Yorkshire Water will (acting reasonably) determine if the clarification should be considered to be confidential or not.

- If Yorkshire Water considers that it should be treated as confidential, Yorkshire Water will respond to the clarification request directly with the relevant Bidder, on a confidential basis.

If Yorkshire Water considers that it cannot be treated as confidential, Yorkshire Water will notify the Bidder of its decision. The Bidder will then have the opportunity to withdraw its request for clarification.

- If the Bidder does not withdraw its request for clarification within 24 hours (excluding non-working days), then the response may be issued to all Bidders.

Yorkshire Water is committed to establishing a level playing field for all Bidders so far as possible. As such, Yorkshire Water reserves the right to notify any and all Bidders of any issue arising out of any request for clarification, which Yorkshire Water considers is material to other Bidder(s) in relation to the Procurement Process, Contract Opportunity and/or Proposed Contract.

### *Yorkshire Water Clarifications*

Yorkshire Water may seek clarifications from Bidders in relation to their submissions, including to understand apparent errors, omissions and ambiguities in the submissions or seek further clarity or verification of information submitted. Bidders should respond to requests for clarifications in a timely manner or if applicable a stated timescale.

### Environmental Information Regulations

In accordance with the obligations placed upon utilities by the Environmental Information Regulations 2004 ("EIR"), all information submitted in the Procurement Process may be disclosed in response to a request made pursuant to the EIR.

In respect of any information submitted which Bidders consider to be commercially sensitive, Bidders should:

clearly identify such information as commercially sensitive;

- explain the implications of disclosure of such information; and

detail the envisaged timeframe during which such information will remain commercially sensitive.

Even where information is identified as commercially sensitive, Yorkshire Water may be required to disclose such information in accordance with the EIR if a relevant request is received. Receipt by Yorkshire Water of any information marked "confidential" should not be taken to mean that any duty of confidence is accepted by Yorkshire Water by virtue of such marking.

### Quantities

Unless expressly stated in the terms of the Proposed Contract, any estimated quantities set out by Yorkshire Water in the Procurement Process are for guidance only and do not bind Yorkshire Water to buy any specific quantities should the Bidder be awarded the Proposed Contract.

### Bidder's Deemed Knowledge

The Bidder shall be deemed to have considered all matters and all possible contingencies and must obtain their own information on all matters, affecting the goods, services and/or works (as the case may be) to be provided under the Proposed Contract which may influence the Bidder in preparing its submissions, including (without limitation) the potential effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (known as 'TUPE').

### Fair Conduct

Throughout the Procurement Process, the Bidder shall act in a spirit of fairness.

The Bidder shall inform Yorkshire Water if it encounters any action(s) which could affect the operation of the Procurement Process as a fair, equal, non-discriminatory, and transparent process for all Bidders.

The Bidder must develop its submissions independently and must not discuss submissions, collude or share any documents or information relating to their submissions with other Bidders. This includes (without limitation) how the Bidder may price its tender and/or its future commercial strategy. The Bidder is expected to be aware of its obligations and duties under competition law in relation to regulated procurement and must comply with them at all times.

The Bidder shall not, and shall procure that its employees, directors, agents, and any person acting on its behalf shall not, commit an offence under the Bribery Act 2010.

In the event that Yorkshire Water becomes aware of Bidder(s) participating in any of the above activities, Yorkshire Water reserves the right to exclude the Bidder(s) from any further involvement in the Procurement Process.

### Conflicts of Interest

Yorkshire Water takes conflicts of interest very seriously and may take action to effectively prevent, identify, and remedy conflicts of interest arising in the conduct of the Procurement Process.

Bidders should be alert to conflicts of interest or potential conflicts of interest and inform Yorkshire Water if they are aware of any.

Yorkshire Water reserves the right to exclude a Bidder from any further involvement in the Procurement Process where a conflict of interest cannot be effectively remedied by less intrusive means.

### Financial Due Diligence

Yorkshire Water may procure a credit check on Bidders.

### Verification

Yorkshire Water may verify submissions (including in particular registrations, qualifications and accreditations) using, for instance, publicly available information.

### Feedback

Feedback on a failure to progress or be awarded the Proposed Contract may be given if requested.



### Subject to Contract

Unless and until a contract is formally awarded and entered into in accordance with the procedures set out in the Procurement Documents, the Procurement Process is subject to contract.

Neither the issue of this document or any Procurement Documents nor any of the information presented in them should be regarded as a commitment of any kind on the part of Yorkshire Water to enter into a contract.

### Withdrawal

A Bidder may withdraw from the Procurement Process at any time.

### Bidder's final submission

A Bidder's final submission shall be an offer capable of acceptance by Yorkshire Water for a period of three months following submission. If a Bidder decides not to continue in the Procurement Process and wishes to withdraw, the Bidder shall notify Yorkshire Water as soon as possible.

### Termination of the Procurement Process

Yorkshire Water may, in its absolute discretion, terminate the Procurement Process (or any particular lots, if applicable) at any time and for any reason.

### Costs of Tendering

Each Bidder shall bear all the costs and expenses associated with the preparation and return of its submission(s) (including in circumstances where the Procurement Process is terminated early for any reason) and entering into the Proposed Contract with Yorkshire Water if successful.

Yorkshire Water shall be not liable for any costs resulting from any termination of, cancellation of or change to the Procurement Process or for any other costs incurred by those expressing interest in, dealing with or tendering for the Contract Opportunity.

### Governing Law and Jurisdiction

These rules and the Procurement Process and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these rules or their subject matter.

### Survival

The terms of these rules shall survive completion or termination the Procurement Process.