

**Dynamic Purchasing System for Construction, Estates and  
Property Professional Services**

**Section One**

**Procurement Document**

**Project Reference: LCP/DPS/PS/2018**

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## 1. Glossary

Unless the context otherwise requires, the following words and expressions used within this procurement document shall have the following meanings.

Term	Meaning
“ <b>Authorised Officer</b> ”	The person appointed by the Council or such other person as may be nominated by the authorised officer to act on his or her behalf to operate and manage this DPS
“ <b>Call-Off</b> ”	The issue of an ITT in relation to any contract to be awarded under the DPS
"Call-Off Contract"	The legally binding agreement for the provision of Services made between a Contracting Authority and a Supplier comprising of the Order Form and any Call-Off terms and conditions (as may be amended or substituted at the discretion of the contracting authority but which shall not form the basis of a negotiation)
“ <b>Consortium</b> ”	A group of organisations coming together to form a bidding entity
“ <b>Consortium Member</b> ”	A member organisation of a Consortium
“ <b>Constructionline</b> ”	The supply chain management organisation that has been appointed to support the Council to manage and monitor the DPS
“ <b>Contracting Authority</b> ”	Any contracting authority as defined under Regulation 2 of the Regulations
“ <b>Council</b> ”	The London Borough of Haringey Council
“ <b>DPS Agreement</b> ”	The DPS agreement which is the subject of this procurement exercise
“ <b>Dynamic Purchasing System</b> ” or “ <b>DPS</b> ”	A completely electronic system of specified duration which is (a) established by a contracting authority to purchase commonly used Goods, Services and/or Works (if applicable); and (b) open throughout its duration for the admission of economic operators which (i) satisfy the selection criteria specified by the contracting authority; and (ii) submit a request to participate to the contracting authority, or person operating the system on its behalf, which complies with the specification required by that contracting authority
“ <b>Due Diligence Information</b> ”	The background and supporting documents and information provided by the Council for the purpose of better informing the Suppliers’ responses to this procurement exercise
“ <b>EIR</b> ”	The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“ <b>FoIA</b> ”	The Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

"ITT"	Means an Invitation to Tender
"LCP"	London Construction Programme
"OJEU Notice"	The advertisement issued in the Official Journal of the European Union pursuant to the Regulations
"Order Form"	The order submitted to the Supplier by a contracting authority setting out the description of Services to be supplied and which shall form part of the Call-Off Contract
"PQQ"	The pre-qualification questionnaire for a construction related procurement, which for the purposes of this procurement exercise, is a combination based on PAS 91:2013+A1:2017 and the Crown Commercial Service Standard Selection Questionnaire (September 2016)
"PQQ Response(s)"	A Supplier response to the PQQ
"Regulations"	The Public Contracts Regulations 2015
"Services"	The services which form the basis of this procurement exercise (particulars of which are set out within in the OJEU Notice) and which shall be further specified by a Contracting Authority in the Order Form
"Service Category"	Shall mean the categories of Services listed under paragraph 4 below
"Service Provider(s)"	The person, firm or company who are admitted to the DPS following evaluation by the Authority of the PQQ Response
"Supplier (s)"	The person, firm or company who submit a completed PQQ in response to the OJEU Notice
"Tender"	Means a supplier response to the ITT issued by a contracting authority at a Call-Off stage

## 2. Introduction

The Council is inviting Suppliers to apply to join the DPS for the Services tailored to meet the needs of LCP members and other public sector organisations in London.

The primary purpose of establishing the DPS is to provide access to a greater range of services; a wide choice of Suppliers (including SMEs) and increased value for money for the taxpayer, in a quicker and more efficient way.

The LCP which is hosted by the Council has the overall responsibility for putting the DPS in place and for monitoring the performance of the Suppliers admitted to the DPS.

The Council has worked with Constructionline to manage the Council's DPS for delivery of the Services.

The Council's intention is to share the DPS with other public sector bodies in London who are not currently members of LCP. Therefore other local authorities, NHS and government bodies shall be permitted to award Call-Off Contracts under the DPS for the provision of Services in the London area upon entering an access agreement with the Council. Further details of the authorities able to utilise the DPS is set out within the OJEU Notice.

The PQQ which DPS applicants will need to complete has been issued in accordance with the Restricted Procedure under the Regulations.

This procurement document will give you, as a Supplier, an overview of what a DPS is and will outline the requirements necessary to join the DPS, as well as the evaluation

methodology the Council will use to assess your capability to deliver the Services to the Council and other organisations sharing this DPS.

No information contained in this document and supporting procurement documents, or in any communication made between the Council and any Supplier in connection with this document, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this document.

### **3. Instructions for DPS Applicants**

These instructions are designed to ensure that all Suppliers are given equal and fair consideration in applying to join the DPS. It is important therefore that you provide all information asked for in the PQQ in the format and order specified. If you have any doubt as to what is required or will have difficulty in providing the information requested, please submit any questions in accordance with paragraph 16 below.

Suppliers should read these instructions carefully before completing the PQQ. Failure to comply with these requirements for completion and submission of the PQQ may result in the rejection of the application to join the DPS. Suppliers are advised therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations in the DPS Agreement.

All material issued in connection with this procurement exercise shall remain the property of the Council and/or any other relevant body as applicable and shall be used only for the purpose of this procurement exercise.

The Supplier shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the conditions relating to submission of a PQQ Response.

The Supplier shall not make contact with any other employee, agent or consultant of the Council who is in any way connected with this procurement exercise unless instructed otherwise by the Council.

The Council reserves the right to amend, add to or withdraw all or any part of this procurement exercise at any time.

All background and supporting documentation and Due Diligence Information provided by the Council for the purpose of better informing Suppliers shall be either returned to the Council or securely destroyed by the Supplier (at the Council's option) at the conclusion of the procurement exercise.

This procurement document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a PQQ Response or enter into any other contractual agreement.

The Council will disqualify a Supplier where the Supplier fails to comply fully with the requirements of this procurement exercise or is guilty of a serious misrepresentation in supplying any information required in this document.

The Council reserves the right to:

- Reject a DPS application where there is a change of identity, control, financial standing or other factor affecting the Supplier impacting on the evaluation process; and/or

- Require a Supplier to clarify its PQQ Response in writing and/or provide additional information and failure to respond adequately will result in the PQQ Response being rejected; and/or
- Revisit information obtained in the PQQ Response and its inclusion on the DPS to take account of subsequent changes to Suppliers circumstances. At any point during this procurement exercise, the Council may require Suppliers to certify that there has been no material change to information submitted in their PQQ Response. If a Supplier is unable to certify that there has not been a material change, the Council reserves the right to eliminate that Supplier from the procurement exercise; and/or
- Seek and take up references from any customers designated by Suppliers.

Suppliers are deemed to fully understand the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to the Regulations. Compliance with all relevant legislation is required during the procurement exercise and the term of any resultant Call –Off Contract under the DPS.

#### 4. Scope of Services under the DPS

The table below provides details of the structure of the Service Categories for the DPS. A description of the Services to be provided under each Service Category is provided at Section 3 (Service Categories).

Please note that some Service Categories will require DPS applicants to provide evidence of licenses, accreditations or professional body memberships.

The DPS is divided into the following Service Categories:

Service Category No	Description of Services
1	Construction related Multi- Disciplinary Services
2	Construction Project Management Services
3	Highways and Transport Services
4	Public Realm and Landscape
5	Architectural Design Services
6	Mechanical & Electrical Services
7	Civil & Structural Engineering Services
8	Quantity Surveying Services
9	Building Surveying Services
10	Construction Health and Safety Advisor (CDM 2015)
11	BREEAM Assessors
12	Specialist Environmental Surveys
13	Asbestos Advisory Services and Surveys
14	Site Supervision/Clerk of Works for Construction Projects
15	Environmental, Sustainability & Waste
16	Fire Services
17	General Advice on Estates and Property Management
18	Ancillary Services

The Call-Off Contracts will be commissioned for discrete pieces of work under each Service Category.

Consultants applying for Service Category 1 must demonstrate their ability and capacity to lead a multi-disciplinary team of consultants. Where a lead consultant does not directly undertake any of the roles listed under that Service Category, they must state in the PQQ which sub-consultants are used for these roles. The Council reserves the right to refuse a proposed sub-contracted consultancy.

The Consultants admitted to Service Category 3 need to specialise in the provision of Services relating to Highways and Transport schemes.

The Consultants admitted to Service Category 4 need to specialise in the provision of Services relating to Public Realm and Landscape schemes.

When applying for membership of the DPS, Suppliers will be invited to select which Service Categories they wish to apply for. There is no limit on the number of Service Categories that a Supplier may apply for.

Service provision will be across a wide range of sectors including (but not limited to) Housing, Education, Social Services, Care, Health, Environmental, Highways, General etc.

## **5. London Construction Programme**

The LCP was established in 2012 and currently has a total membership of 43 London Authorities. It is a virtual organisation that is currently hosted and led by Haringey's Strategic Procurement Team (SP), led by the Head of Procurement within the Council. The primary purpose of the LCP is to design, create and maintain construction related frameworks and dynamic purchasing systems to support the delivery of works and infrastructure projects for its members.

One of the frameworks previously operated by the LCP was the Construction Related Consultancy Services (CRCS 2012). This framework expired in February 2016. A decision was taken not to re-procure the CRCS framework at that time pending a thorough review of the options available for delivering the Service.

On completion of the review it was decided not to replace the CRCS framework but instead to create a dedicated DPS for the provision of professional services to support the delivery of major works projects and to provide estates and property advice.

The DPS shall be aligned to and compliment the LCP Major Works 2014 (LCP W1-MW14) Framework Agreement. The majority of the lots on the LCP Major Works Framework Agreement are available until 11th May 2019. It is planned to put a successor Major Works Framework Agreement in place in compliance with OJEU procurement procedures before the existing arrangement expires.

LCP has the overall responsibility for putting the DPS in place and for monitoring the performance of the Suppliers admitted to the DPS.

A link to the LCP website is below:

<https://londonconstructionprogramme.co.uk/>

## **6. Constructionline**

The Council is working in association with Constructionline to establish and maintain the DPS for the Construction, Estates and Property Professional Services.

Constructionline will support the Council by assessing and monitoring standard company information provided by the Suppliers who apply for and are admitted to the DPS. This is achieved through the completion, by Suppliers, of the PQQ.

In addition to keeping the Company information held on the DPS up to date, Constructionline will regularly review the financial and general standing of all the Suppliers on the DPS and shall have the right to request updated information supplied in response to section C2 - Financial Information of the PQQ from Suppliers in order to decide whether the Suppliers should remain on the DPS and if so whether the financial notation level should be changed. Section 8 below provides added information on financial notations.

Every Supplier admitted to the DPS is allocated a 'notation' (which is subject to review at any time); this indicates the type of Service and approximate maximum value of any single project for which the Supplier may normally be invited to tender by a Contracting Authority. It is not intended to preclude a Supplier from undertaking concurrently a reasonable number of Call-Off Contracts each at or below its allocated notation.

## **7. What is a DPS?**

A DPS is a procedure available for contracts for works, services and goods commonly available on the market. As a procurement tool, it has some aspects that are similar to an electronic framework agreement, but where new Suppliers can join at any time. It has its own specific set of requirements as set out in Regulation 34 of the Regulations.

A DPS is a two-stage process. First, in the initial setup stage, all Suppliers who meet the selection criteria and are not excluded must be admitted to the DPS. Unlike framework agreements, Suppliers can also apply to join the DPS at any point during its lifetime. Individual Call-Off Contracts are awarded during the second stage. In this stage, the Contracting Authority invites all Suppliers within a specific Service Category under the DPS to bid for a specific contract.

All Suppliers who have been awarded on to the DPS have already passed the first stage, the PQQ stage.

It is emphasised that admission to the DPS only requires Suppliers to demonstrate their suitability, ability, and capability to deliver the type of requirements for the applicable Service Category. There is no requirement to submit any type of tender as part of the application for admission. Therefore the decision on the best value-for-money offering can only be decided at the Tender stage for each individual requirement, and equal treatment requires that all Suppliers on the DPS Agreement have the opportunity to bid.

## **8. Applying to Join the DPS**

A Supplier that is interested in providing the Services will need to apply to join the DPS by creating an account and submitting their completed PQQ to Constructionline.

The link to the DPS landing page is below:

<https://www.constructionline.co.uk/dps/london-construction-programme/>

Suppliers will be required to indicate which category of Service, geographic preferences within London and contract fee value bands they wish to be considered for. Please see the PQQ for further details.

If Suppliers are already registered with Constructionline, they need to register their interest in the DPS on the DPS landing page, quoting their Constructionline registration number. Notwithstanding any existing membership of Constructionline, members will need to complete the full PQQ. They will also be required to provide an agreement to sign up to the DPS Agreement, the principles of the Call-Off Contract and provide assurances that the requirements of the DPS will be met.

There is no requirement for Suppliers not registered with Constructionline to do so. For Suppliers not already registered with Constructionline, the landing page explains the process of joining the DPS. The first step is for Constructionline to allocate an associate membership of Constructionline (at no cost to the Supplier) and to gather preliminary information on the applicant to enable an online DPS account to be created. Once the account has been created, (usually within 24 hours), the Supplier will be able to complete the PQQ in accordance with the instructions for submission.

The Suppliers who apply to join the DPS will be expected to demonstrate their team working skills and commitment to partnering and collaborative working to ensure mutual benefits and the most successful outcome for the Contracting Authorities.

The PQQ comprises of questions which gather general information about the Supplier together with details regarding financial standing and their ability to provide the required services under each Service Category.

Suppliers must answer the questions in the PQQ without reference to general marketing or promotional information/material. Publicity brochures will not be accepted as answers to questions. Suppliers should not make reference to answers used in previous questions but should repeat the information if necessary.

Suppliers must be explicit and comprehensive in their PQQ Response, as this will be the single source of information on which PQQ Responses will be evaluated. Suppliers are advised neither to make any assumptions about any past or current Supplier relationships with the Council nor to assume that such prior business relationships will be taken into account in the evaluation process.

Where a maximum length of Response is stipulated, only the information within the set limit will be evaluated. Additional information will not be evaluated and therefore should not be supplied. The Council will only take account of information which is specifically asked for in the PQQ.

The PQQ Response and any documents accompanying it must be in the English language and must be submitted in numerical order to match the PQQ.

Suppliers submitting a PQQ will be evaluated by LCP and Constructionline to establish the Supplier's general capability offering against a number of pre-set selection criteria under the PQQ. Responses must comprise all documents/questions set out in the PQQ. PQQ Responses will be checked for completeness and compliance with the conditions for submission. Non-compliant PQQ Responses may be eliminated from the procurement exercise. Failure to provide the information required or particulars for the relevant question(s) or supply documentation referred to in the PQQ Response within the deadline for submission of PQQ Response may result in elimination from the procurement exercise.

Suppliers will be notified of the outcome of the evaluation of their application. A Supplier will either be accepted onto the DPS or rejected. Rejected Suppliers will have additional opportunities to apply to join the DPS.

Feedback can be provided to unsuccessful Suppliers outlining areas in which they need to make improvements in order to submit a successful application in the future.

One of the key benefits of operating a DPS is that it allows additional Suppliers to subsequently apply and be accepted for inclusion onto the DPS. In addition, it allows (and encourages) existing DPS members to revise their offerings at a pre-determined period within the operation of the DPS.

Suppliers who are successful in securing a place on the DPS will be entered onto a Directory of 'Service Providers' which the participating contracting authorities will access to source provision that meets their local business requirements.

Acceptance onto the DPS does not guarantee that an approved Service Provider will be awarded any contracts and LCP does not guarantee any work. The DPS Agreement includes a set of call-off terms and conditions for subsequent Call-Offs, but places no obligations on any contracting authority to procure any Call-Off Contracts. The DPS therefore gives no commitment on the level of works services or supplies to be called off under the arrangement. A Call-Off Contract is only formed when Services are called off under the DPS.

Contracting Authorities shall have flexibility as to whether they adopt the set of call-off terms and conditions attached to the DPS Agreement, or another set of terms in respect of a Call-Off and the Contracting Authority will specify which terms will apply at the time it issues the Call-Off pursuant to the DPS Agreement. Suppliers will be required to enter into the DPS Agreement upon admission to the DPS and a Call-Off Contract for each Call-Off where the relevant DPS Provider is successful. LCP and any other Contracting Authority will not enter into any negotiation regarding either of these documents.

The following evaluation criteria will be applied to determine which Suppliers will be added to the DPS:

PQQ section	Assessment
C1- Supplier identity, key roles and contact information	Information Only
C2 - Financial Information	Pass/ Fail
C3 - Business and professional standing	Pass/ Fail
C4 - Health and Safety Policy and Capability	Pass/ Fail
O1 - Equal opportunity and diversity policy and capability	Information Only
O2 - Environmental management policy and capability	Information Only
O3 - Quality management policy and capability	Information Only
O4 – Building information modelling, policy and capability	Information Only

O5 – Staffing, Licenses and Accreditations	Information Only
Two Acceptable References for the service categories applied for	Pass/ Fail

### *C2 - Financial Information*

The information Suppliers provide in response to C2 – Financial Information will be used to calculate a financial notation figure for each Supplier. Appendix 2 of the PQQ provides details on how the financial notation is calculated. If a Supplier fails the financial assessment the supporting reasons will be given to the Supplier by Constructionline.

In addition to keeping the Supplier information held on the DPS database up to date, Constructionline will regularly review the financial and general standing of all the Suppliers on the DPS in order to assess whether the financial notation level should be changed. Constructionline will be alert to any indications of serious financial weakness of DPS Suppliers. The purpose of the financial notation is to provide an approximate maximum value of any single project for which the Supplier can be invited to tender. The notation figure is based on the financial health assessment of the Supplier by Constructionline. Suppliers may ask during the currency of the DPS for the notation figure to be raised which will be considered by Constructionline.

When applying to join the DPS, Suppliers will be given the opportunity to indicate the fee value bands they wish to be considered for. Suppliers will not be invited to tender for individual Call-Off Contracts where the estimated fee is in excess of their notation figure, irrespective of whether they ticked a fee band in excess of the allocated notation figure. The notation figure will be communicated to the Suppliers admitted to the DPS on completion of the PQQ assessment carried out by Constructionline. It is however not intended to preclude a Supplier from undertaking concurrently a reasonable number of Call-Off Contracts each at or below its allocated notation.

The DPS Supplier database will be accessed by LCP members, entering the Service Category, estimated contract value and London region. The system will show any geographic and fee value band preferences specified by the Suppliers themselves. The system will then generate a list of Suppliers who fulfil the criteria, noting any preferences by the Suppliers themselves. All the Suppliers on the list will be invited to tender by the Contracting Authority for the individual Call-Off Contract.

As the financial notation is subject to review by Constructionline at any time during the lifetime of the DPS, the Council/Constructionline reserve the right to request updates to the information supplied in response to C2 – Financial Information.

### *C3 - Business and professional standing*

The classification of a requirement as mandatory within the PQQ gives an indication of the significance attached to that requirement relative to any other requirement. It is important that Suppliers read these carefully and demonstrate compliance with these requirements. **Failure to comply with any applicable mandatory requirements will result in exclusion from the procurement exercise.**

Evidence of adherence to these standards or more information may be requested at any time prior to admission to or during the lifetime of the DPS and may be required before any work is awarded under the DPS.

Suppliers must also 'Pass' all of the discretionary grounds for exclusion. A Supplier's suitability to pass the discretionary grounds is to be determined by LCP in line with guidance provided within the PQQ.

The Council reserves the right to 'Fail' any Supplier who:

- ticks 'yes' for any one or more of the following questions: C3-Q1 to C3-QP2-8; C-QP3-3; C3-QP4-1 to C3-QP4-8; question 6 in the 'Legal working in the UK' section; question 10 in the 'Data protection' section; and/or
- ticks 'no' for any one or more of the following questions: C3-QP3-1; any of the questions in the 'Additional Bribery Act questions' section; question 7 or 8 in the 'Legal working in the UK' section; questions 11 to 17 inclusive in the 'Data protection' section; any of the questions in the 'Criminal Finance Act 2017 (tax evasion)' section.

#### *C4 - Health and Safety Policy and Capability*

The Council reserves the right to request evidence of any response in this section at any time prior to admission or during the lifetime of the DPS.

The Council reserves the right to 'Fail' any Supplier who does not answer any question in this section in the affirmative and/or is unable to provide evidence on request.

#### *Two Acceptable References for the service categories applied for*

Appendix 2 of the PQQ provides details on how the references will be appraised.

### **9. Estimated Duration and Value of the DPS**

The DPS is expected to run for a period of 7 years, from 24 September 2018 to 23 August 2025 but may be extended on a 12 month rolling period for a further period of up to 5 years.

Call-Off Contracts placed via the DPS will have no constraints on their duration, meaning there will be no minimum/maximum call-off period.

Whilst LCP and Contracting Authorities cannot guarantee the value of potential Call-Offs under the DPS, the maximum total value of all Call-Off Contracts for the DPS will be approximately £200 million.

### **10. Geographic Coverage of the DPS**

The DPS is divided into five London regions (North, East, South, West and Central London) inside of the M25. The postcodes within each region are set out in the table below.

This division has been structured to encourage small businesses (who may have service area limitations) to apply to join the DPS and to best serve the needs of Contracting Authorities based in London.

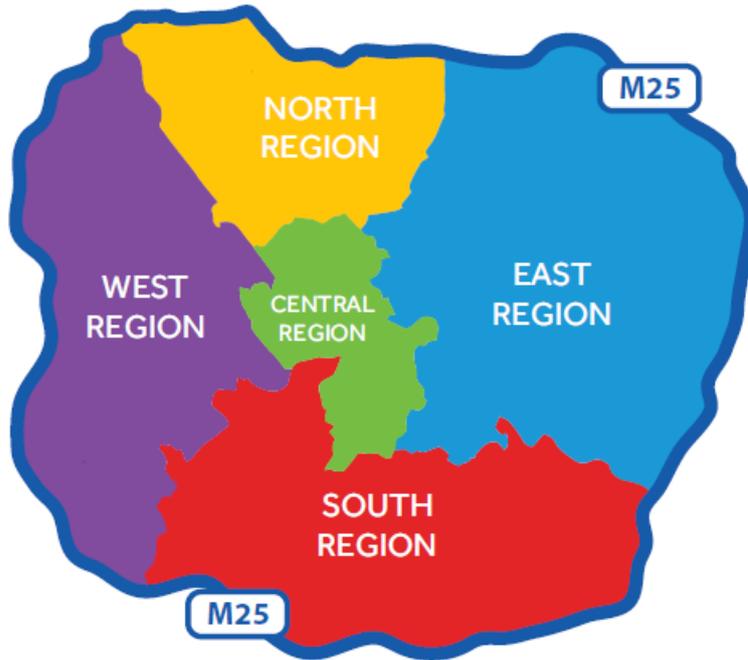
The Suppliers who apply to be admitted to the DPS can opt to provide a Service throughout London or specific regions in London.

The regional boundaries will be fixed for the duration of the DPS.

It is intended to keep service provision within the M25 but exceptionally it may be necessary for Suppliers to visit and/or work in locations immediately outside of the M25 boundary. Similarly, there may be occasions where contracting authorities require Suppliers to visit and/or undertake work in cross border sites in London. Any such requirements will be set out in the Client Project Brief for the individual Call-Off Contract.

London Region	Locations
North	EN1 – EN8, HA8 N1 - N22
East	CM13 – CM14, E1 - E20, IG1 - IG11 RM1 - RM20
South	BR1 – BR8 CR0, CR3 - CR9, CR44, CR90 DA1 - DA8, DA10, DA18 KT3 - KT6, KT17 - KT18, KT22 SE1 - SE28 SW2 - SW24 SM1 - SM7
West	HA0 - HA9 KT1 - KT9 NW1 - NW11 SL0, SL3 SW2 - SW20 TW1 - TW20 UB1 - UB11, UB18 W2 - W14 WD2 - WD25
Central	EC1- EC4 SW1 W1 WC1 WC2A, WC2B, WC2E, WC2H, WC2N, WC2R
All London Regions	Incorporating all of the Locations as above

The diagram below provides an illustration of the five London regions.



## 11. Insurances

The Service Provider shall put in place and maintain in force the following insurances with the following minimum cover per claim.

If this default position is not appropriate in relation to the nature and risks of an individual Call –Off Contract, the Service Provider shall effect and maintain the different types and /or levels of insurance required by a Contracting Authority in respect of a Call –Off Contract.

Type of insurance required	Minimum cover
Employer's liability insurance	<p>£5M</p> <p>This covers all claims for injury by employees.</p> <p>The level of cover may be adjusted by a Contracting Authority for individual Call-Off Contracts.</p>
Public liability insurance	<p>£2M</p> <p>This covers legal liability for any damage done other than to the contract works or for injury to persons other than employees.</p> <p>Consultants engaged by a Contracting Authority to support works projects may</p>

	<p>cause damage to the site and insurance is required to cover that eventuality.</p> <p>The level of cover may be increased by a Contracting Authority for individual call –off contracts to cover any conceivable exceptional risks.</p>
All Risk Insurance	<p>£1M</p> <p>This covers any possible damage to the contract works.</p> <p>Consultants engaged by a Contracting Authority to support works projects may cause damage to the contract works and insurance is required to cover that eventuality.</p> <p>The level of cover should be for a minimum of the contract value plus all possible extras and inflation to contract completion.</p> <p>The level of cover may be increased by a Contracting Authority for individual call –off contracts to cover any conceivable exceptional risks.</p>
Professional indemnity insurance	<p>£1M</p> <p>This covers legal liability for neglect, error or omission in the course of carrying out professional activities or duties.</p> <p>A reasonable guide is that cover should be a minimum of twice the contract value of the work plus any exceptional risks and not less than £1m.</p> <p>The level of cover may be adjusted by a Contracting Authority for individual Call-Off Contracts.</p>

## 12. Quality Assurance Standards

The Service Provider and any Sub-contractor or Specialist employed by the Service Provider to perform any Services under any Call-Off Contract(s) resulting from this DPS Agreement shall hold valid ISO9001 certification, or equivalent, for the specific functions for which they are employed or will work to a set of quality standards agreed with the Contracting Authority

at the start of the Call Off Contract(s), to be in line with ISO9001 and reviewed by the Contracting Authority.

### **13. Inviting Suppliers to Tender for DPS contracts**

The DPS Agreement includes the terms and conditions for subsequent Call-Offs, but places no obligations, on the Contracting Authorities to procure any Services.

Once the DPS is established, LCP members and other approved public organisations who want to procure Services will run a competitive tendering exercise in accordance with the DPS Agreement.

The Contracting Authority using the DPS will give all the Service Providers who meet the search criteria the opportunity to submit a Tender for the specific procurement under the selected Service Category.

When determining the Tender list for Call-Off Contracts, a Contracting Authority will be able to search the Service Provider database for 'Approved Service Providers' that match their requirements using standard search criteria.

For example, if a Contracting Authority was looking to procure specialist multi-disciplinary Services through Service Category 1 with an estimated fee value of up to £50K, it is intended that all Service Providers within Service Category 1 with the required financial notation (see commentary under "C2 – Financial Information" above) will be given the opportunity to bid for the contract subject to any geographical or financial restrictions within London by the Suppliers themselves.

There will be no direct award option within a DPS - all Service Providers who fulfil the search criteria will be given the opportunity to submit a Tender for each specific procurement exercise conducted under each Service Category.

The DPS Call-Off invitation to tender documents (ITT) is intended to include both a technical and commercial envelope aimed at assessing the tenderers ability to deliver the requirement and the cost of doing so. Both the technical and commercial envelopes will be developed by the Contracting Authority, including the schedule of firm lump sum fees. The award criteria will include both cost and quality of Service. The weightings will be determined prior to the issue of the Tender documents.

Please note that the overall weightings will be within the following ranges:

- Quality/technical: 40-80%
- Price: 20-60%

The ITT documents setting out the scope of Services will be proportionate to the particular needs and value of the project to enable Service Providers to submit timely tender responses.

It is intended that the selected Service Providers be given a minimum of 10 days to respond to specific Invitations to Tender, however some procurement exercises may take longer depending on the type of requirement.

If you are admitted to the DPS as a Service Provider, you can choose whether you wish to participate in the competition for individual Call-Off Contracts. If you elect not to bid you

should inform the Contracting Authority before the Tender submission deadline. A decision not to bid for a particular requirement will not de-bar you from bidding for other opportunities as they arise.

Each Call-Off Contract from the DPS will be made by the participating Contracting Authority based on the Tender response that represents the best combination of quality and price. The Service Provider who, in the opinion of the Contracting Authority, best meets the requirements of the individual call-off and is offering the lowest price will be awarded the call-off contract and subject to the award procedure in the DPS Agreement.

Acceptance onto the DPS does not guarantee that a Supplier will be awarded any contracts and LCP does not guarantee any work.

#### **14. Award of DPS Call-Off Contracts**

Call-Off Contracts will be awarded in an open, fair and transparent manner at all times and the successful tenderer will offer the most economically advantageous tender (MEAT).

All Service Providers who elected to Tender will be notified of the award decision and provided with feedback relating to their submission.

There is no obligation to undertake a standstill period when awarding a contract under the DPS. Any standstill period will be assessed on a case by case basis. All contracts awarded above a certain threshold will be published via OJEU/ Contracts Finder portal within 30 days of the award.

#### **15. Proposed Procurement Timetable to Establish the DPS**

Set out below is the proposed procurement timetable to establish the DPS. This is intended as a guide and, whilst LCP does not intend to depart from the timetable, it reserves the right to do so at any time.

The OJEU Contract Notice will be advertised for 30 calendar days during which time Suppliers who may be interested in the opportunity can express their interest. LCP shall aim to evaluate the initial completed PQQ's by 29<sup>th</sup> September 2018 and notify the applicants of the result.

Suppliers may join the DPS at any point during its validity if they satisfy the selection requirements, and none of the grounds for exclusion apply. LCP is required to evaluate these Suppliers' requests within 10 working days of receipt; this may be extended to 15 days if justified, for example, by the need to examine documents or to verify whether the selection criteria have been met.

<b>Activity</b>	<b>Target Date</b>
Issue of OJEU Contract Notice and supporting procurement documentation	20 <sup>th</sup> August 2018
Closing Date for submission of completed DPS Applications	21 <sup>st</sup> September 2018
Evaluations of DPS Applications and Approval	29 <sup>th</sup> September 2018
Acceptance of successful Applications onto DPS and signing of DPS Agreements by LCP	29 <sup>th</sup> September 2018
DPS Go Live	8 <sup>th</sup> October 2018

New Applications to be admitted on to DPS	Ongoing throughout the proposed term of the DPS. New Applications to be evaluated by LCP within 10 Working Days of Receipt of completed PQQ.
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## 16. Enquires and Communication relating to the DPS

Any query about the requirement or this procurement exercise should be submitted at the earliest opportunity via the e-mail messaging service in the Constructionline Landing page. If the Council considers any query to be of significance to other Suppliers, the Council will circulate the query together with the Council's Response (but not the source of the query) to all Suppliers that have expressed an interest in this PQQ.

Suppliers should indicate if a query is of a commercially sensitive nature – where disclosure of such a query and the answer would or could be likely to prejudice its commercial interests. However, if the Council, at its sole discretion, does not either, consider the query to be of a commercially confidential nature or considers it to be one which all Suppliers would potentially benefit from seeing together with the Council's Response, the Council will:

- invite the Supplier submitting the query either to declassify the query and allow the query along with the Council's Response to be circulated to all Suppliers; or
- require the Supplier, if the Supplier still considers the query to be confidential in nature, to withdraw the query.

The Council reserves the right not to respond to any query or to circulate such a request where it considers that the answer to that request would or could be likely to prejudice the Council's commercial interests. In such circumstances, the Council will inform the relevant Supplier.

The Council will not consider any query made or submitted by any other means except via the e-mail messaging service on the Constructionline landing page. Unless otherwise stated, enquiries by email, fax, telephone or verbal enquiries will NOT be accepted nor responded to.

The Council will endeavour to respond to all queries as quickly as possible, but cannot guarantee a minimum Response time.

## 17. Documentation

Suppliers are expected to examine all instructions, and questions in the PQQ and check that their PQQ Response is complete in all respects.

Suppliers should notify the Council promptly of any perceived ambiguity, inconsistency, or omission in the PQQ, any of its associated documents and/or any other documentation issued to them during the procurement exercise.

Suppliers are requested to answer all the questions raised and provide all information in the order requested.

Suppliers must analyse and review the information provided. Consequently, Suppliers are solely responsible for obtaining the information which they consider necessary in order to make decisions regarding the content of their PQQ Response and to undertake any

investigations they consider necessary in order to verify any information provided to them during the procurement exercise.

## **18. Qualifications**

The Council reserves the right to discuss, for the purpose of clarification, any aspect of a PQQ Response with the relevant Supplier prior to including the Supplier on the DPS.

At any time prior to the deadline for receipt of PQQ Responses, the Council may amend the PQQ. Any such amendment will be notified in writing to all prospective Suppliers. In order to give prospective Suppliers reasonable time in which to take the amendment into account in preparing their PQQ Response, the Council may, at its discretion, extend the deadline for receipt of PQQ Responses.

## **19. Confidentiality**

Subject to the exceptions referred to in the ensuing paragraphs, the contents of this procurement are being made available by the Council on condition that:

- Suppliers shall at all times treat the contents of the procurement document and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- Suppliers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- Suppliers shall not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) an application to join the DPS;
- Suppliers shall not copy or adapt any of the procurement documents (which for the avoidance of doubt shall include the DPS Agreement and Call-Off Contract) for re-use the same for their own purposes not connected to this procurement process. Should it wish to do so, it should contact the Council in advance and may be charged for such copying, adaptation or re-use.

Suppliers may disclose, distribute or pass any of the Information to their advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Supplier to submit a Selection Questionnaire and the person receiving the Information undertakes in writing to the Supplier to keep the Information confidential on the same terms as if that person were the Supplier; or
- The Supplier obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any DPS Agreement or Call-Off Contract arising from it; or
- The Supplier is required by law to make such disclosure.

The Council may disclose detailed information relating to Suppliers and DPS Call-Off Tenders to its officers, employees, agents or advisers and the Council may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. The Council also reserves the right to disseminate information that is materially relevant to the procurement of the DPS to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier's commercial confidentiality in relation to its completed PQQ (unless there is a requirement for disclosure under the Freedom of Information Act, as explained below).

If any Supplier is unable or unwilling to comply with the requirement set out above, the Supplier is required to cancel their online account by contacting Constructionline via the e-mail messaging service. In that event, the Supplier must not retain any electronic or paper copies of the procurement document or supporting documentation.

No Supplier will undertake any publicity activities with any part of the media in relation to this procurement exercise without the prior written agreement (including as to format and content) of the Council.

## **20. Freedom of Information**

In accordance with the obligations and duties placed upon public authorities by the FoIA, the Council may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of the Public Authorities under Part 1 of the said Act, or the EIR be required to disclose to third parties information submitted by the Supplier to the Council. In respect of any information submitted by a Supplier that it considers to be commercially sensitive the Supplier should:

- Clearly identify such information as commercially sensitive;
- Explain the potential implications of disclosure of such information; and
- Provide an estimate of the period of time during which the Supplier believes that such information will remain commercially sensitive.

Where a Supplier identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Suppliers should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Council is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Council cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where, during the procurement process, a Supplier receives a request under the FoIA or the EIR for information relating to the procurement process or the contract(s) being procured., this should be immediately passed on to the Council and the Supplier should not attempt to answer the request without first consulting the Council

## **21. Sub-Contracting Arrangements**

Where a sub-contracting approach is proposed, all information requested should be given in respect of the Supplier.

Where sub-contractors will play a significant role in the delivery of the professional Services under any ensuing Call-Off Contract, Suppliers should indicate in their PQQ Response the composition of the supply chain, indicating which member of the supply chain will be responsible for which element of the requirement.

It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Suppliers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Supplier to proceed with the procurement exercise.

## **22. Consortia Arrangements**

If the Supplier` is a consortium, the following information must be provided:

- Full details of the consortium; and
- The information sought in the PQQ in respect of each of the consortium's constituent members as part of a single composite Response.

Suppliers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. However, Consortia may be required to form a legal entity which will enter into any Call-Off Contract under the DPS. This is without prejudice to a contracting authorities right to require a consortium to contract with it by other means, such as through a lead contractor or by the consortium members assuming joint and several liability.

The Council recognises that arrangements in relation to consortia may (within limits) be subject to future change. Suppliers should therefore respond in the light of the arrangements as currently envisaged. Suppliers are reminded that any future proposed change in relation to consortia must be notified to the Council so that it can make a further assessment by applying the selection criteria to the new information provided.

If the Supplier is a consortium it may be required to form a legal entity which will enter any Call-Off Contract under the DPS Agreement with the Council by other means, such as through a lead Contractor or by the consortium members assuming joint and several liability.

## **23. Amendments to Procurement Document**

Prior to the Deadline (for the receipt of the receipt of the PQQ's), the Council may amend the procurement document. Any such amended version of the procurement document will be numbered and dated and issued by the Council. In order to give prospective DPS applicants' reasonable time in which to take the amendment into account in preparing their DPS application, the Council may, at its discretion, extend the initial deadline for the submission of the completed PQQ.

## **24. Modification and Withdrawal**

Suppliers may withdraw their application to join the DPS at any time. The notice to withdraw the application shall be sent via the Constructionline portal.

## **25. Right to Reject/Disqualify**

The Council reserves the right to reject or disqualify a Supplier where:

- the Supplier fails to comply fully with the requirements of this procurement document ; and/or
- the Supplier is guilty of serious misrepresentation in relation to its expression of interest; its Tender for any Call-Off Contracts under the DPS; and/or in supplying any other information in the process; and/or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Supplier;
- subject to the provisions below, there is or appears to be a conflict of interest arising between the Council and the Supplier.

The Council wishes to avoid conflicts of interest. In particular, Suppliers should note that the Council may regard a conflict of interest as arising where the Supplier and/or a member or members of its supply chain has been involved in advising the Council on matters relating to this procurement or in the preparation of documents or information relating to this procurement,.

A conflict may also arise where a Supplier and/or a member of its supply chain has been involved in advising the Council on other Council projects.

A conflict may also arise where a staff member from the Supplier is related to one of the Council's members of staff or a councillor.

Suppliers should note that the Council may disqualify a Supplier and/or its supply chain members where there is an actual, apparent or potential conflict of interest.

Before any decisions to disqualify or otherwise are taken Suppliers will be offered the opportunity to prove that in the light of all relevant circumstances their participation would not have an adverse affect on competition.

## **26. Canvassing**

Any Supplier who:

- directly or indirectly canvasses any officer, member, employee, or agent of the Council concerning any other such officer, member, employee or agent or concerning any other Supplier, Tender or proposed Tender; or
- has approached any employee of the Council, other than the Council's Authorised Officer, or his/her nominee (and "approached" includes the obtaining of any information in relation to this procurement exercise, any other PQQ submitted by another Supplier to join the DPS or any other information in relation to these procurement documents), will be disqualified.

## **27. Right to Cancel, Clarify or Vary the Process**

The Council reserves the right to:

- amend the procurement documents and the structure of the DPS;
- require the Supplier to clarify its DPS application in writing and/or provide additional information and failure to respond adequately may result in the Supplier not being selected;
- not to award any DPS Agreement pursuant to this procurement process;
- cancel the procurement process at any stage

in all circumstances without being responsible for any Suppliers costs.

## **28. Disclaimers**

Whilst the information in this procurement document and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor their advisors, nor their respective members, directors, officers, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the procurement documents; or
- accepts any responsibility for the information contained in the procurement document and supporting documents or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any persons considering making a decision to enter into contractual relationships with the Council following receipt of the procurement document should make their own investigations and their own independent assessment of the Council and/or, as applicable, its requirements for the Services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the procurement or any other associated documents (including those in other Sections of the procurement) is only authorised to be provided following a query made in accordance with paragraph 16 of this procurement document.

## **29. No Inducement or Incentive**

The procurement document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a PQQ or enter into the DPS Agreement, any Call-Off Contract or any other contractual agreement.