



**Invitation to  
Participate (ITP) in**

**Dynamic Purchasing  
System (DPS)**

**for the provision of**

**BUILDING TRADES  
CONTRACTORS**

**Tender Reference:  
SHA17015**

**Status:**

**Version v1**

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## DEFINITIONS AND INTERPRETATION

Approved Supplier	Is the person, firm or company who have had a successful evaluation and have therefore been admitted to the DPS.
Call-Off	The issue of an Invitation to Tender in relation to any contract to be awarded under the Dynamic Purchasing System.
Call-Off Contract	The legally binding agreement for the provision of Services made between Sanctuary Group and a Supplier comprising of the Call-off Order Form and the Call-Off Terms and Conditions as may be amended.
Constructionline	The supply chain management organisation that has been appointed to support Sanctuary Group to manage and monitor the Dynamic Purchasing System.
DPS	Dynamic Purchasing System – Similar to an Electronic Framework Agreement, a Dynamic Purchasing System provides a shortlist of suppliers from which buyers can conduct an e-competition for tenders. Unlike a framework agreement, suppliers can apply to join the DPS at any point during its cycle.
EOI	Expression of Interest - Is a statement by a potential supplier of their intention to compete for a tender opportunity.
FOIA	Freedom of Information Act 2000 (as amended) 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 regulations.
ITT	Invitation to Tender - A call for bids or tenders for generating competing offers from different bidders looking to obtain an award of business activity in works, supply, or service contracts.
ITP	Invitation to Participate – A call for interested parties to enter into a process or procedure.
OJEU	Is the Official Journal of the European Union. OJEU Contract Notice is the advertisement issued in the Official Journal of the European Union to advertise an opportunity such as this SQ.
PAS 91	The standardised SQ developed by BSI to reduce duplication within the construction industry and has become is the Government sponsored set of questions for use in pre-qualification for construction tendering.
Potential Supplier	Is the person, firm or company who wish to be admitted to the DPS, following evaluation by Sanctuary Group of the SQ Response.
ProContract	Is the online e-Tendering portal used by Sanctuary Group, for conducting an Invitation to Tender in relation to any contract to be awarded under the Dynamic Purchasing System.
PCR	Refers to the Public Contracts Regulations 2015.
SQ	Is this Selection Questionnaire document, and all related documents published by Sanctuary Group and made available to Potential Suppliers including any Due Diligence Information.

SQ Response	A Suppliers response to this Selection Questionnaire.
TED	Tenders Electronic Daily, which is the online version of the Supplement to the Official Journal of the EU, dedicated to European public procurement.
Tender	Is the document(s) submitted by a Potential Supplier to Sanctuary Group in response to Sanctuary Group's Invitation to Tender to provide Sanctuary Group with the Services.

## INTRODUCTION

### 1 GENERAL REQUIREMENTS

- 1.1 The general requirement is the establishment of a Dynamic Purchasing System (DPS) for Building Trades Contractors.
- 1.2 Invitations to Participate (ITP's) are invited from Potential Suppliers who would like to join this DPS in respect of the New Build Housing Programme of Sanctuary Group ("The Group"). The DPS will be open for use by all current organisations that make up The Group and any new organisations incorporated during the term of the DPS.
- 1.3 This DPS will provide Building Trades Contractors that will support Sanctuary's new build programme, predominantly acting as subcontractors, and also directly appointed to undertake works on existing assets in terms of reinvestment and programmed upgrade works.
- 1.4 This DPS is being created in accordance with Regulation 34 of the UK statutory instrument Public Contracts Regulations (PCR) 2015/102. Contracts to be awarded under the established DPS will follow the requirements of Regulation 28 ("Restricted Procedure").
- 1.5 Therefore, Regulations that apply to the Restricted Procedure, and to procedures generally, apply to the DPS, except where regulation 34 specifically alters or dis-applies them; the supporting SQ is issued by Sanctuary Group in accordance with the Restricted Procedure under the PCR 2015.
- 1.6 This Subcontractors DPS is an online database which will be maintained by Constructionline on behalf of Sanctuary Group. Constructionline will support Sanctuary by assessing and monitoring standard company information provided by the Suppliers who apply for and are admitted to the DPS.
- 1.7 Entry to the DPS will be established following a successful assessment of the submitted Selection Questionnaire (SQ) by Constructionline in accordance with the published criteria.

### 2 BACKGROUND TO SANCTUARY GROUP

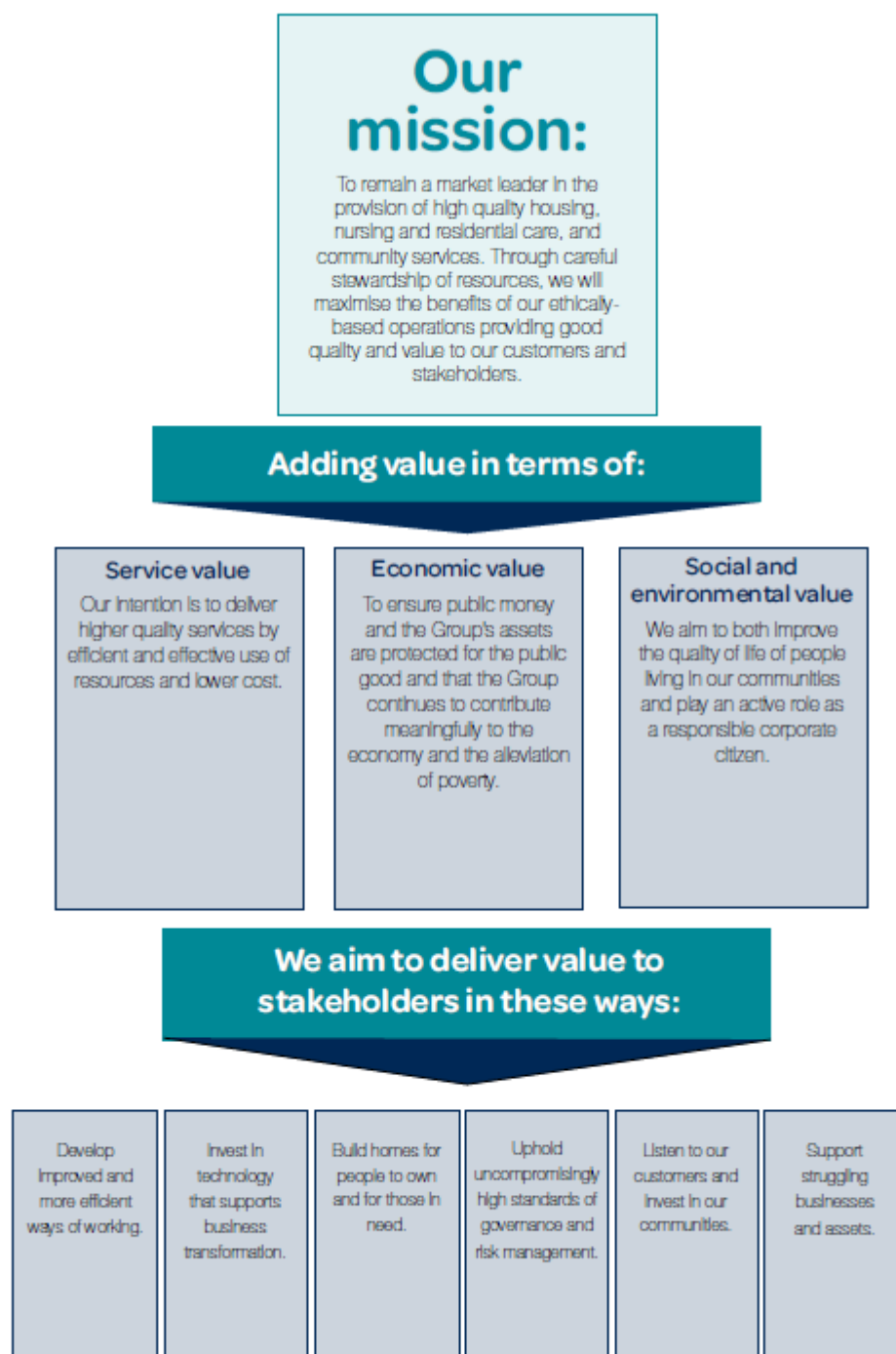
- 2.1 Sanctuary is one of the UK's leading providers of housing, care and commercial services; it is a registered, exempt charity, which means instead of returning a profit to shareholders, every penny it makes must be used to improve homes and services, and build new social housing. We are a housing association; which means we provide affordable, social housing for some of the poorest people in society. Sanctuary Group employs 12,000 people and owns and manages more than 100,000 units of accommodation throughout England and Scotland. Our property portfolio includes general rented, retirement living, supported housing, extra care, student and key worker accommodation and care homes. Sanctuary also provides a range of other services including maintenance, home care and telecare.

- 2.2 Our mission is to remain a market leader in the provision of high-quality housing, nursing and residential care, and community services. When we were established in 1969, charitable objectives were written into our Rules and since that day our purpose has not changed – we are here to provide housing and services for people on low incomes, those in need of additional care and support, and the elderly. We believe no-one should be homeless. Everyone should have a decent home that they can afford and that meets their needs and circumstances. We believe care should be accessible to all who need it and should be delivered with dignity, respect and, above all, kindness.

Our values describe what we stand for. They were developed by our staff and Board members and set out what is important to us. In all that we do and every decision we make, we use our values to guide us. We hold ourselves to these values and we ask that our customers, clients and stakeholders challenge us to always act with these values in mind.



- 2.3 As a non-profit distributing organisation, we reinvest our surplus income into our services and business growth rather than distribute it to shareholders. This enables Sanctuary to maintain high standards, develop our services and invest in people and communities. Each of our business streams' objectives are aligned in terms of delivering value at every level of our Group, with customers at the heart of everything we do.



- 2.4 Sanctuary aspires to be a market leader in terms of quality, innovation and performance. This procurement presents Service Providers the opportunity to build a strong partnership with Sanctuary, and shape a cost effective, efficient and appropriate service dedicated to providing Sanctuary residents with the highest possible levels of customer service. The tender also offers great potential to grow and develop as a key Service Provider to Sanctuary.

### 3 WHY A DPS?

- 3.1 A Dynamic Procurement System (DPS) has been chosen as the most suitable commercial vehicle over more traditional mechanisms such as framework

agreements, due to the large number of trades involved. Frameworks do not give this flexibility and multiple Subcontractor frameworks would have been needed to deliver the requirements of this project.

- 3.2 Furthermore, a DPS is not time limited and suppliers are able to be added throughout the DPS lifetime, which helps protect against some of the uncertainties of the construction industry. We anticipate that the establishment of this DPS for Construction Subcontractors will encourage SME's to participate in tendering for our contracts; because the process is far simpler than for traditional framework agreements.

## **4 BUDGET AND SCOPE**

- 4.1 Whilst Sanctuary Group 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 £84 million per annum, which equates to £840 million over the total life of the project.
- 4.2 The DPS will provide an unlimited number of suitably qualified and experienced Construction Subcontractors (referred to as Potential Suppliers) for each category of service.
- 4.3 When the DPS is established, Sanctuary Group employees and agents will be able to search for Potential Suppliers that match their requirements using: service category, location of project, value of project and any other criteria deemed necessary and available within the standard search criteria.
- 4.4 Subject to geographical restrictions by the Potential Suppliers themselves, Sanctuary Group will invite all Potential Suppliers on the DPS (who possess the relevant services category and the appropriate financial notation within the DPS) to bid for the specific contract by ITT.
- 4.5 The Subcontractor contracts will be commissioned for:
- 4.5.1 Discrete pieces of work under the categories listed in Annex 1;
  - 4.5.2 new build developments;
  - 4.5.3 redevelopment, remodelling and refurbishment of existing property assets including existing care and extra care schemes, student accommodation, and maintenance of Sanctuary's existing residential units;
  - 4.5.4 additionally, It will also be utilised by Sanctuary Asset Management and planned Sanctuary Maintenance Contractors Limited (SMCL) work.
  - 4.5.5 Call offs from the DPS will look to maximise where possible social value and community benefit opportunities. Where it is felt that opportunities can be achieved, they will be explored at call off stage and monitored using the KPIs included in Schedule 3 of the Building Trades Contractors Framework Agreement.



## **5 CONSTRUCTIONLINE**

- 5.1 Sanctuary will be working in association with Constructionline, to manage, develop and maintain the DPS for Sanctuary's Subcontract Categories, as per Stage 1 of the DPS process only (See section 6.2). Sanctuary Group is formally inviting you to participate in Stage 1 of this process.
- 5.2 Constructionline will support Sanctuary by assessing and monitoring standard company information provided by the Suppliers who apply for and are admitted to the DPS. This will be achieved through the SQ used for the DPS which is aligned to PAS 91. This will determine whether the applicant meets the exclusion and selection criteria, offers a service relevant to the specified service categories, and is technically/financially capable of undertaking the services.
- 5.3 PAS 91 is the standardised SQ developed by BSI to reduce duplication within the construction industry and has become the Government sponsored set of questions for use in pre-qualification for construction tendering.
- 5.4 In addition to keeping the Company information held on the DPS up to date, Constructionline will regularly review the notation and general standing of all the Potential Suppliers on the DPS in order to decide whether the Potential Suppliers should remain on the DPS and if so whether the notation level should be changed.
- 5.5 The Potential Suppliers on the DPS shall inform Constructionline of any changes to the information held (e.g. Company name, address, etc). It is the responsibility of the Potential Supplier to ensure their information is up to date throughout the period of the DPS and any contracts awarded under it.
- 5.6 Applicants need to register as a supplier on the DPS Landing page hosted by Constructionline. There is no charge to any supplier for registering interest in the DPS or to any supplier admitted to the DPS following evaluation of the completed SQ.
- 5.7 If suppliers are already registered with Constructionline, they need only register their interest in the DPS on the Constructionline landing page. There will be no need to complete the full SQ – simply supply their Constructionline membership number. Suppliers already registered with Constructionline should, however, confirm the information held by Constructionline on their company is accurate and that they are registered for the correct service categories and values relating to the DPS service categories that they are applying for. They will also be required to provide an agreement (by ticking the boxes on the landing page) to sign up to the DPS Agreement and Call-Off Terms and Conditions, and on assurances that the requirements of the DPS will be met. They may also be required to answer some Sanctuary specific questions.
- 5.8 This is a Sanctuary owned DPS, so there is no requirement for suppliers not registered with Constructionline to register. For suppliers not already registered with Constructionline, the landing page explains the process of joining the DPS. The first step is for Constructionline to gather preliminary information on the applicant to enable an online DPS account to be created. Once the account has been created, the applicant will be able to complete the Questionnaire in accordance with the Instructions for Submission. They will also be required to provide an agreement (by ticking the boxes on the landing page) to sign up to

the DPS Agreement and Call-Off Terms and Conditions, and on assurances that the requirements of the DPS will be met.

- 5.9 Any communication relating to this SQ exercise must be sent through the e-mail messaging service on the Constructionline landing page in order to keep an accurate record of all activity relating to the SQ.

## **6 WHAT IS A DYNAMIC PURCHASING SYSTEM**

- 6.1 A DPS is a procedure available for contracts for works, services and goods that are commonly available on the market. As a procurement tool, it is similar to a framework agreement must be run as a completely electronic process in order for it to be fully compliant with EU procurement directives, namely Regulation 34 of the Public Contracts Regulations 2015.
- 6.2 A DPS does not operate in the same way as a traditional framework in that it is an 'open market' product designed to provide access to a pool of suppliers, where new suppliers can join at any time in the life of the DPS. In addition, unlike framework agreements, there is no statutory limit to the duration of the DPS. The DPS is a two stage process:

### **Stage 1 – Evaluation of Suppliers**

The evaluation works on a Pass/Fail basis and therefore weightings are not applied. The evaluation reviews aspects of the Supplier's financial and technical provision and, based on this evaluation, the Supplier is either accepted onto the DPS or rejected and provided with feedback in order to enable them to re-apply at a later date should they wish to do so. All suppliers who meet the selection criteria have to be admitted to the DPS.

### **Stage 2 – Tender phase**

In this stage, when a contract requirement arises, all suppliers on the DPS (who are in the relevant Subcontract category, have the correct financial notation within the DPS), and operate in the relevant geographic area are asked to tender for that specific requirement. Individual contracts are then awarded to the winning bidder/s.

## **7 DURATION OF THE DPS**

DPS duration is referred to in Regulation 34 of the Public Contracts Regulations 2015 as the "period of validity"; This DPS for Building Trades Contractors is expected to have a period of validity of 10 years, although this may be extended at a later date. NB As per the Public Contracts Regulations 2015, the "period of validity" will be stated on the original OJEU notice; but the Regulations indicate that the period can be later amended (extended, shortened, terminated) subject to notification on the relevant OJEU standard form.

## **8 GEOGRAPHICAL REGIONS**

- 8.1 Sanctuary Group's intention is to create a comprehensive network of Subcontractors across the UK. Potential suppliers who apply to be admitted to the DPS can opt to provide a regional or a national approach, subject to geographical restrictions imposed by the potential suppliers themselves.
- 8.2 Approved suppliers will be selected for the tendering phase by Constructionline's regional filtering mechanism; during the tendering phase, Sanctuary Group will invite those selected suppliers, who in addition possess the relevant services category and the appropriate financial notation within the DPS, to tender for the specific contract.
- 8.3 Regardless of their geographic preference, Suppliers must be able to demonstrate a clear strategy for dealing with capacity, service response times, innovation and continuous improvement.

## **9 ESTABLISHMENT OF A DPS**

There are five steps to establishing a Dynamic Purchasing System:

- 1. Contract Notice in the Official Journal of the European Union (OJEU)**
- 2. Supplier Registration**
- 3. Submission of Completed Applications**
- 4. Evaluation of Completed SQ's**
- 5. DPS Term of Duration**

In more detail:

- 1. Contract Notice in TED the Official Journal of the European Union (OJEU)**

An OJEU Contract Notice advertising the opportunity is published on Tenders Electronic Daily (TED), which enables all suitably qualified and experienced Suppliers in Europe to apply for admission onto the DPS. The EU Restricted Procurement Procedure will be adopted.

### **2. Supplier Registration**

Applicants need to register as a Supplier on the DPS Landing page hosted by Constructionline.

#### **Potential Suppliers Registered with Constructionline**

Potential Suppliers who are already registered with Constructionline, need only register their interest in the DPS on the landing page; confirm the information held by Constructionline on their company is accurate and that they are registered for the correct service categories and values relating to the DPS service categories that they are applying for. They will also be required to provide an agreement (by ticking the boxes on the landing page) to sign up to the DPS Agreement and Call-Off Terms and Conditions, and on assurances

that the requirements of the DPS will be met. They may also be required to answer some Sanctuary specific questions.

### **Potential Suppliers not registered with Constructionline**

There is no requirement for Potential Suppliers to be Constructionline registered. For Potential Suppliers not registered with Constructionline, the landing page explains the process of joining the DPS. The first step is for Constructionline to gather preliminary information on the applicant to enable an online DPS account to be created. Once the account has been created, the applicant will be able to complete the Questionnaire in accordance with the Instructions for Submission. They will also be required to provide an agreement (by ticking the boxes on the landing page) to sign up to the DPS Agreement and Call-Off Terms and Conditions, and on assurances that the requirements of the DPS will be met.

### **3. Submission of Completed Applications**

Once an online DPS account has been created, Potential Suppliers not already registered with Constructionline will be able to complete the DPS documentation online. The application will be through the submission of a Selection Questionnaire (SQ), agreement to sign up to the DPS Agreement and Call-Off Terms and Conditions, and on assurances that the requirements of the DPS will be met.

The SQ sets out the information which is required by Sanctuary Group in order to assess the suitability of Potential Suppliers in terms of their technical knowledge and experience, capability/capacity, organisational and financial standing to meet the DPS requirement.

Potential Suppliers will be required to indicate which category or categories of service they wish to be considered for, and opt to provide a regional or a national approach, subject to geographical preferences selected by themselves.

Potential Suppliers not registered with Constructionline will not be precluded from expressing an interest in the DPS but will need to demonstrate that they meet the pre-qualification requirements, through the completion of a full SQ questionnaire.

### **Alterations**

The format and/or wording of the SQ must not be changed by Potential Suppliers; however Potential Suppliers may modify their SQ Response prior to the deadline for receipt of SQ Response, via access to their online account. No SQ Response may be modified after the deadline for receipt of SQ Responses.

Potential Suppliers may withdraw their SQ Response at any time prior to the deadline for receipt of SQ Responses.

### **Receipt of SQ**

SQ Responses must be completed via access to the online account prior to the time and date set out in the proposed timetable.

Sanctuary Group reserves the right to cancel the procurement exercise at any point. Sanctuary Group is not liable for any costs resulting from cancellation of this procurement exercise, or any decision not to create the proposed DPS.

#### **4. Evaluation of Completed SQ's**

After the deadline for receipt of the completed SQ Responses, Sanctuary Group in conjunction with Constructionline will evaluate all the completed SQ's to ensure that they meet the basic evaluation standards. The evaluation criteria will include your organisations:

- Financial status
- Technical and professional ability
- Health and Safety record

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

Some sections of the SQ are Pass/Fail whereas others ask for information only; some sections are mandatory, and others are discretionary

Failure to comply with any applicable mandatory requirement will result in exclusion from the procurement exercise.

Potential Suppliers must pass all of the Discretionary Criteria, an Applicant's suitability to pass the Discretionary Criteria is to be determined by Sanctuary Group.

Potential Suppliers failing to meet the Mandatory Pass/ Fail Questions are automatically disqualified and may not proceed any further in the overall process.

Potential Suppliers will be notified if their application has been accepted or rejected and will be provided with feedback relating to their submission. Sanctuary Group's decision is final as to whether or not a Potential Supplier is accepted onto the DPS.

Potential Suppliers who satisfy the above conditions will be added to the DPS, and will then be legible for inclusion in tendering opportunities as they arise.

#### **Important Notice**

Acceptance onto the DPS does not guarantee that a Potential Supplier will be awarded any Contracts or Call-Off contracts and Sanctuary Group does not guarantee any work.

#### **5. DPS Term of Duration**

The DPS shall remain open for the term specified in the Contract Notice and the supporting documentation. Should the term be extended or reduced notice will be given to all current DPS members and an addendum will be issued via OJEU.

Any Potential Supplier who has failed to be admitted to the DPS, may reapply to be admitted at any time. For the avoidance of doubt, DPS members will not be ranked.

Suppliers can be removed from the DPS as a result of their actions or failure to comply with the required minimum standards, however they will be able to apply to be re-admitted to the DPS on remedy.

Should a supplier be removed from the DPS for any other reason than failing to comply with the minimum required standards, Sanctuary Group's decision will be final as to whether or not the Potential Supplier can be re-admitted to the DPS.

## **10 AWARD OF CONTRACTS**

Suppliers successfully accepted to the DPS will be appointed under a framework agreement which will outline the terms of the DPS. Subsequent Contracts for works will only be made after a complete tendering/call off exercise.

Once the DPS is established, Sanctuary will, when there is a requirement to procure Services, run a competitive tendering exercise by ITT, electronically through ProContract.

There are six stages in order for Sanctuary to make a Call-Off Contract from the DPS:

- 1. Compilation of Tender List**
- 2. Invitation to Tender**
- 3. Tendering**
- 4. Tender Evaluation**
- 5. Contract Award**
- 6. Standstill Period (Voluntary)**

In more detail:

### **1. Compilation of Tender List**

The following Filters/Qualifiers will be applied to the DPS electronic framework to produce a list of Potential Providers capable of delivering the requirements of the Call-Off:

- Service Category – Has the Supplier been assessed to deliver the requirement in the appropriate Service Category? Yes/No
- Delivery location(s) – Has the Supplier indicated that they can deliver in the required location(s)? Yes/No
- Financial Value and Insurance – Has the Supplier the correct financial notation and level of insurances (as determined by Sanctuary) to deliver the required services? Yes/No

### **2. Invitation to Tender**

When there is a requirement to procure works or services through the DPS, Sanctuary Group will send an Invitation to Tender (ITT) to all of the suppliers who fulfil the selected criteria to meet the service requirement in the required location, via ProContract.

The ITT documents setting out The Groups requirements will be tailored to the particular needs of the project, but may comprise of:

- Evaluation Matrix and timescales for the Mini-Competition
- Employer's Requirement Documents (including Appendices, Specification and Drawings)
- Form of Contract, Amendments and Contract Particulars
- Programme
- Health and Safety Preconstruction Information

At the ITT stage, The Group will set the criteria for the award of the contract based on their specific business requirements and select criteria which offer the best combination of quality and price.

### **3. Tendering**

When they receive an ITT, Suppliers can choose whether they wish to participate in the Tender opportunity. Suppliers will be requested to submit a Tender electronically through ProContract within the specified timescale. Suppliers who do not respond to the ITT by the specified submission date shall be deemed not to be interested in participating in the Tender.

A decision not to bid for a particular tender opportunity will not debar DPS members from bidding for other opportunities as they arise in the future.

For each tender opportunity, Potential Suppliers will be informed in the ITT of how long they have to submit their bids. This will vary dependent upon the complexity of each opportunity. If site visits are required for an opportunity, then this will be built into the tender timeframe.

Site visits to inspect the location of the services will be coordinated by Sanctuary Group and must take place on the appointed date and time only. Unsolicited visits by potential suppliers must not be made, and could result in rejection from tender process.

Potential Suppliers must follow all of the specific tender instructions issued by Sanctuary Group and prepare and submit their tender by the due time and date.

### **4. Tender Evaluation**

The purpose of the tender evaluation process is to identify which bid offers the best value for money, the normal practice is to award on the basis of Most Economically Advantageous Tender (MEAT).

The MEAT criterion enables organisations to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price when reaching an award decision. These criteria may include, but are not limited to:

- Quality
- Price or cost using a cost-effectiveness approach

- Technical merit
- Aesthetic and functional characteristics
- Accessibility
- Social characteristics
- Environmental characteristics
- Health and Safety
- Risk management
- Innovative characteristics
- After-sales service and technical assistance
- Delivery conditions such as date, process and period
- Community Benefits
- Training Opportunities

The criteria specified in the ITT document will be the basis for the buying decision. Only submissions received within the ITT deadline will be evaluated.

## **5. Contract Award**

Once the evaluation process has been completed, the Potential Supplier or Suppliers who, in the opinion of Sanctuary Group, best meets the requirements of that individual opportunity, will be awarded the Contract, and enter the Contract as a Deed.

All Potential Suppliers included in that tender opportunity will be notified of the award decision.

## **6. Standstill Period (Voluntary)**

Within some complex tender opportunities, Sanctuary Group may impose a Voluntary standstill period of at least ten calendar days following the notification of an award decision.

If a standstill period is applied, at the end of the period the successful supplier or suppliers will be awarded the contract.

# **11 TRANSPARENCY OF PROCESS/ FAIR TRADING**

The Group reserve the right to disseminate information that is materially relevant to all Potential Suppliers, even if the information has only been requested by one Potential Supplier, subject to the duty to protect any Potential Suppliers commercial confidence in its responses.

Should Potential Suppliers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Potential Supplier a commercial advantage) the request must be clearly marked “In confidence – not to be circulated to other Potential Suppliers” and the Potential Supplier must set out the reason(s) for the request for non-disclosure to other Potential Suppliers, which The Group will then consider.

The Group will consider each such request for non-disclosure on its merits, and in particular whether any regulations or considerations of probity require it to be denied.



Where the Group decide that the question or request, and their response, cannot be withheld from circulation, the Potential Supplier will have the opportunity to withdraw the question or request, or otherwise to represent it in a different format.

## **12 FREEDOM OF INFORMATION (FOIA)**

- 12.1 Although the Group are not covered by the FOIA, information in relation to this ITP may be made available on demand in accordance with the requirements of the FOIA 2000.
- 12.2 Potential Suppliers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Potential Suppliers should state why they consider the information to be confidential or commercially sensitive.
- 12.3 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

## **13 CONFIDENTIALITY**

- 13.1 The Potential Supplier shall treat all information contained in or related to this Invitation to Participate as confidential. In this respect, Confidential Information will include the Invitation to Participate and the SQ.
- 13.2 Potential Suppliers and Suppliers will be required to ensure all The Group material and documents are secure and kept confidential.
- 13.3 At times, Potential Suppliers and Suppliers will be made aware that they are to be in possession of highly sensitive documents. These documents (such as proposals, financial plans etc.) require being kept secure and absolutely confidential. Failure to do so could lead to instant rejection from the tender process, or the instant termination of the Contract or Call-off contract without any break clause being enforced by The Group.

## **14 RIGHT TO REJECT/DISQUALIFY**

- 14.1 The Group reserves the right to reject or disqualify a Potential Supplier where:
- 14.2 The Potential Supplier fails to comply fully with the requirements of this Invitation to Participate or is guilty of a serious misrepresentation in supplying any information required in this document; and/or
- 14.3 The Potential Supplier is guilty of serious misrepresentation in relation to its SQ submission, and/or the ITP process;
- 14.4 A conflict of interest within the meaning of Regulation 24 of the Public Contracts Regulations 2015 has arisen in relation to the Potential Supplier which cannot be effectively remedied by other, less intrusive, measures; and/or

- 14.5 There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Potential Supplier.

## **15 RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS**

- 15.1 For this ITP and any future ITT, the Group may cancel, clarify or vary the procurement process if:
- 15.2 The Potential Supplier fails to comply fully with the requirements of this Invitation to Participate or is guilty of a serious misrepresentation in supplying any information required in this document; and/or
- 15.3 It requires the Potential Supplier to clarify its submission in writing. Failure to respond adequately may result in a sanction, which may include rejection of the SQ submission: and/or
- 15.4 It requires the Potential Supplier to clarify its submission in writing and/or provide additional information. Failure to respond adequately may result in a sanction, which may include rejection of the SQ submission: and/or
- 15.5 It needs to amend any terms of the ITP process on providing reasonable written notice.

## **16 CANVASSING**

- 16.1 Any Supplier or Potential Supplier admitted to the DPS who directly or indirectly canvasses any employee, or agent of the Group concerning the ITP process, or award of the Contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such employee or agent or concerning any other Potential Supplier, Tender, or proposed Tender will be disqualified.

## **17 COLLUSIVE BEHAVIOUR**

- 17.1 Any Potential Supplier or Supplier admitted to the DPS who colludes with or attempts to collude with any other Supplier or Potential Supplier with regard to the ITP process or the ITT process, will be disqualified.
- 17.2 The Group may at its sole discretion, refer any cases of Collusive Behaviour to the Office of Fair Trading.

## **18 CONFLICTS OF INTEREST**

- 18.1 The Group is under a duty to prevent, identify and remedy any potential, actual or perceived conflict of interest arising in the conduct of this procurement procedure. Accordingly, Potential Suppliers are required to notify the Group immediately upon knowledge of any potential, actual or perceived conflict of interest in relation to its involvement with this process.

- 18.2 Upon receipt of a notification pursuant to paragraph 18.1, The Group reserves the right to disqualify the Potential Supplier.

## **19 REPRESENTATIONS AND WARRANTIES**

- 19.1 Whilst the information in this Invitation to Participate has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified.
- 19.2 Neither the Group nor its advisors, or their respective directors, officers, members, partners, employees, other staff, agents or advisors;
- 19.3 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Invitation to Participate; or
- 19.4 Accepts any responsibility for the information contained in the Invitation to Participate or for their fairness, accuracy or completeness 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.
- 19.5 Any persons considering making a decision to enter into contractual relationships with the Group following receipt of the Invitation to Participate should make their own investigations and their own independent assessment of the Group and its requirements for the supplies and should seek their own professional financial and legal advice.
- 19.6 Only the express terms of any written contract relating to the subject matter of this Invitation to Participate as and when it is executed shall have any contractual effect in connection with the matters to which it relates.

## **20 JURISDICTION**

- 20.1 The DPS will be governed by English law, but any contract resulting from this DPS will be governed by English or Scots law as indicated in the ITT or Contract documents and subject to the exclusive jurisdiction of the English or Scottish courts.

## **21 NO INDUCEMENT OR INCENTIVE**

- 21.1 The Invitation to Participate 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 Potential Supplier to submit a Tender or enter into the DPS or any other contractual agreement.

## **22 CLAIMS**

- 22.1 A Potential Supplier shall have no claim whatsoever against the Group in respect of any statement, act or omission made and in particular the Group

shall not make any payments to a Successful Supplier or any other Potential Supplier unless expressly provided in any subsequently awarded Contract.

## **23 SUBCONTRACTING**

- 23.1 Sanctuary Group wish to encourage the involvement of SME's in all of its procurement processes and mechanisms, and therefore would prefer Potential Suppliers to deliver the Contract using their own resources directly, or in the manner that their tender offerings were assessed; Although it recognises that this is often impossible.

## **24 VALIDATION OF SUPPORTING DOCUMENTATION**

- 24.1 Entry to the DPS will be established by successful completion of a Selection Questionnaire (SQ) which will be evaluated on the Constructionline portal; at this stage supporting documentation (e.g. Qualifications, Accreditations, Memberships, Certification and References) may not be required up front, but maybe requested for validification at a later stage. It is advisable that Approved Suppliers ensure the documents are readily available.

N.B. Within some complex tender opportunities a higher level of validification may be required.

## **25 SUBMISSION OF SQ RESPONSES**

- 25.1 Potential Suppliers are required to submit their SQ Response via the Constructionline landing page as per section 9 above.
- 25.2 Only Potential Suppliers who have completed all of the SQ sections will have their submission evaluated.
- 25.3 The SQ Response and any documents accompanying it must be in the English language and must be submitted in numerical order to match the Questionnaire.

## **26 PROCUREMENT TIMETABLE TO ESTABLISH THE DPS**

- 26.1 Set out below is Sanctuary Groups timetable to establish the DPS. This is intended as a guide and, whilst Sanctuary Group does not intend to depart from the timetable, it reserves the right to do so at any time.
- 26.2 The OJEU Contract Notice will be advertised for 30 calendar days during which time Potential Suppliers who may be interested in the opportunity can express their interest. Sanctuary Group will aim to evaluate the initial completed SQs by 11<sup>th</sup> October 2017 and notify the applicants of the result.
- 26.3 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. Sanctuary Group 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.

Activity Number	Dates	Activity
1	28/05/2019	Issue of OJEU Notice and Supporting Documentation, Opening of Constructionline's Landing Pages
2	28/6/2019	30 Day Deadline for Submission of Completed DPS Applications via Constructionline's Landing Pages
3	8/7/2019	10 Day Evaluation Period ends
4	12/7/2019	Successful Applicants informed by email
5	15/7/2017	DPS Opens as a Live List on Constructionline's System
6		On-going throughout the 10 Year term of the DPS. New Applications to be evaluated by Constructionline within 10 Working Days of Receipt of completed SQ.

## Annex 1:

No	Category Name	Description	CPV Codes
1	<b>Access Control Systems</b>	Security measures that control access to premises, including locking systems	50610000-4
2	<b>Access Ramps</b>	Access ramps for the disabled	45210000-2
3	<b>Accommodation</b>	Supply of site accommodation and welfare facilities	44211100
4	<b>Air Conditioning</b>	Installation and maintenance of equipment for an internal environment within predetermined levels of temperature, freshness, humidity and cleanliness. Air-conditioning installation work	45331220-4
5	<b>Brick and Blockwork</b>	Laying of brick, stone, reconstituted stone and blockwork. Masonry and bricklaying work.	45262500-6
6	<b>Building (General)</b>	Carrying out the construction of a building, including all elements from foundations, structure, int and ext finishes to M&E work.	45210000-2
7	<b>Building (Social Housing)</b>	Working in the social housing sector on new build or refurbishment. Construction work for subsidised residential accommodation.	45215210-2
8	<b>Building Refurbishment over 15K</b>	Repair, improvement or refurbishment work over £15K in value.	45453100-8
9	<b>Building Services Installation</b>	Building services systems that include the majority of electrical and mechanical services including heating, lighting, and air cond., plumbing, and fire protection. Electrical installation work. Plumbing and sanitary works.	45300000-0
10	<b>Ceilings (Suspended)</b>	Installation of suspended ceilings including structural frame and infill panels. Can be packaged into which service elements are fitted, some systems have integrated services.	45421146-9
11	<b>Civill Engineering</b>	Civil engineering works comprise the construction of infrastructure, groundworks plot and main drainage road construction, external paving, tarmacadam, kerbs and and site preparation for building work	45200000-9
12	<b>Cladding</b>	Installation of non-load bearing covering to the exterior of a building, including rainscreen systems with integral drainage and ventilation. The cladding of a building can include a roof. Cladding works.	45262650-2
13	<b>Cleaning</b>	Cleaning Services. New Build and Sparkle Cleaning	90910000
14	<b>Closed Circuit Tv Systems</b>	Closed circuit TV system installation in or around building for security systems.	32235000-9
15	<b>Commication Systems (Telephone and intercoms)</b>	Communication system for use with telephone, intercoms etc. Installation of telecommunications equipment.	45314000-1
16	<b>Concrete (Diamond Drilling And Sawing)</b>	Non-percussive drilling and sawing of concrete and masonry by diamond impregnated drill bits and saw blades.	45262330-3
17	<b>Concrete (In Situ)</b>	Construction of reinforced concrete work on site. Reinforced-concrete work.	45262310-7
18	<b>Concrete (Precast)</b>	Supply and installation of precast concrete structural elements, such as beams, joists, columns, floor slabs or wall units. Concrete work.	44114200-4

19	<b>Concrete Flooring</b>	Construction of in-situ concrete floors including pre cast components with hand finished, power floated or polished surfaces. Also including installation of under floor heating, hygienic surfacing and flooring repairs. Concrete work.	45262300-4
20	<b>Crane (Stacker)</b>	Wheeled crane with telescopic boom used for stacking (also called telehandlers)	51511110-1
21	<b>Crane Hire</b>	Hiring cranes, including wheel mounted, tracked crawler, and tower cranes	45510000-5
22	<b>Curtain Walling</b>	Installation of curtain walling units on structural frame to provide outer skin.	45262650-2
23	<b>Demolition</b>	Demolition and disposal of complete building. Demolition work.	45111100-9
24	<b>Dog Patrol Service</b>	Dog patrol service for sites, events, street patrols and premises security, Security services	79710000-4
25	<b>Doors</b>	Supply and fitting doors not covered by more specific doors categories including PVCU, timber, steel.	45421131-1
26	<b>Doors (Garage)</b>	Supply and fit doors designed for use on a garage.	45421131-1
27	<b>Drain Inspection (CCTV)</b>	The use of CCTV cameras to inspect drains, and jetting	45232450-1
28	<b>Earthworks (Bulk)</b>	Bulk or mass excavation or reprofiling earthworks	45112000-5
29	<b>Electrical Services</b>	Full Electrical installation work. General maintenance of electrical services.	45310000-3
30	<b>Erection of all types of fencing for sports facilities and playgrounds</b>	Erection of all types of fencing for sports facilities and playgrounds	45342000-6
31	<b>Fencing</b>	Includes wood, metal and concrete fencing. Erection of fencing.	45342000-6
32	<b>Fire Extinguisher Supply &amp; Maintenance</b>	Supply & Maintenance of portable fire extinguishers. Repair and maintenance services of firefighting equipment.	50413200-5
33	<b>Fire Protection (Sprinklers)</b>	Control of fire by automatic release of water. Fire fighting equipment installation work.	45343230-4
34	<b>Fire Protection Coating</b>	Application of fire resistant coating applied to new, bare or stripped surfaces or to previously painted surfaces, upgrading Warrington Class 4 Blue board. Application work of protective coatings	45442000-7
35	<b>Flooring (Cement Screeds)</b>	Application of sand & cement screeds insulation and DPMs , grano screeds to floors, including self levelling systems.	45262321-7
36	<b>Flooring (Metal Decking)</b>	Installation of composite metal flooring for structural flooring applications	45432110-8
37	<b>Flooring (Rubber, Plastic, Cork, Lino And Carpet)</b>	Supply and fit of flooring, including rubber, plastic, cork lino, engineered board flooring and carpet. Laying work of flexible floor coverings.	45432111-5
38	<b>Flooring (Tiles)</b>	Laying of tiled floors. Floor-tiling work.	45431100-8
39	<b>Furniture, Fixtures and Fittings for the Disabled</b>	Supply and installation of items and adaptations specially designed to aid the disabled including bathroom, kitchen units, rise and fall units, ramps, access showers etc. Installation of built-in furniture	45421153-1
40	<b>Gas Installations</b>	Gas Safe -registered installers of all types of gas facilities. Gas-fitting installation work.	45333000-0
41	<b>Insulation (External Wall Insulation Systems)</b>	Installation of an insulating layer to the external fabric of a building	45320000-6
42	<b>Insulation (Roof &amp; Loft)</b>	Supply and install loft insulation.	45320000-6
43	<b>Insulation and Fire Proofing</b>	Supply of floor, roof and cavity wall insulation including joist infills, floating flooring, battens and cradles and acoustic flooring; and fireboarding, dampers, barriers and pillows .	42512510 44111000

44	<b>Joinery</b>	The assembly/manufacture of quality wooden products such as 1st , 2nd and 3rd fix joinery,cupboards, stairs balustrades and handrails floor joists and flooring, roof trusses and bracing, loft hatches ,canopies skirtings, architraves , bath panels , boxings etc. Joinery and carpentry installation work. Joinery work.	45421000-4
45	<b>Joint sealing (Building)</b>	Applying mastic and other sealants for expansion joints, windows, doors and sealing of other structural elements	45262600-7
46	<b>Kitchen fitting</b>	Supply and installation of kitchen furniture and appliances	45421151-7
47	<b>Landscaping</b>	Enhancement of the land by shaping and planting. Term includes landscape management, weed control, seeding planting, and hard and soft landscaping work. Landscaping work.	45112700-2
48	<b>Lifts - Manually Operated</b>	Permanent lifting equipment for the use of passengers, who will operate themselves. Lift installation work.	45313100-5
49	<b>Lifts (General Care)</b>	Lift maintenance and repair including lift refurbishment, shaft refurbishment, pit cleaning and disinfection, hypodermic needle and drug items removal,framework de-corrosion, lift door and access repair, lift pit water & oil pump out etc.	50750000-7
50	<b>Lifts (Passenger)</b>	Permanent lifting equipment that serves defined landing levels comprising a lift car, running at least partially between rigid vertical guides. Lift installation work	45313100-5
51	<b>Marking (Road)</b>	Marking of lines and symbols on a road. Road-surface painting work.	45233221-4
52	<b>Mechanical Services Installation</b>	Installation of hot and cold services, SVP and above ground drainage , boiler and heating pipework and radiators , where possible use the more specific term.	45351000-2
53	<b>Metalwork (Architectural / Blacksmith)</b>	Fabrication and installation of steel or wrought iron products for architectural features, including grills, handrails and light barriers. Ironmongery work.	71550000-8
54	<b>Painting &amp; Decorating (General)</b>	Painting & Decorating of all internal surfaces, including wall-papering and wall coverings of all kinds. Painting and glazing work within buildings. Painting work of buildings, Decoration work	45442110-1 45451000-3
55	<b>Partitions</b>	Installation of non load bearing fixed internal divisions . Installation of partition walls, including skim finish.	45421141-4
56	<b>Piles Displacement(Concrete,Steel, Timber)</b>	Cast in situ . Maybe either concrete, steel or timber. Pile driving.	45262211-3
57	<b>Plant Hire</b>	Hire of contractors plant and machinery, including excavators, fork lifts, loaders, dumpers, road-sweepers, drilling and boring equipment, jacking, mechanical and hydraulic lifting equipment and craneage	45500000-2
58	<b>Plastering</b>	Internal plastering (including fibrous) applied by hand providing a surface for decoration. Plastering work.	45410000-4
59	<b>Playground Equipment</b>	Supply and installation. Some authorities insist installation is to BS 5696. A safety surface will be installed but this is a separate heading (see play areas - surfacing). Repair and maintenance services of playground equipment.	45212100-7
60	<b>Radon gas management works</b>	Services relating to contaminated soil	90522000



61	<b>Rainwater harvesting systems</b>	Installation of systems for the collection of rainwater and its processing, storing and distribution. Water treatment work	45252120-5
62	<b>Rendering</b>	Application of insualtiopn , through coat render and sand and cement render to vertical walls (does not include plaster).	45262370-5
63	<b>Road Construction</b>	Construction of new roads, road widening or new alignment. Construction work for highways, roads.	45233100-0
64	<b>Roofing (Lead, Zinc &amp; Copper)</b>	Installation of leadwork, zinc or copper roofing. Metal roof-covering work.	45261213-0
65	<b>Roofing (Single Ply)</b>	Flat Roofing using single ply method. Roof-covering and roof-painting work.	45261200-6
66	<b>Roofing (Slating / Tiling)</b>	Roofing (Slating / Tiling). Roof-tiling work. Roof-slating work.	45261211-6 45261212-3
67	<b>Roofline Systems</b>	Installation of roofline systems including fascias, bargeboards, soffits, ventilation and trims	45443000-4
68	<b>Scaffolding</b>	Provision of temporary structure providing access for construction workers and support for materials and equipment, including falsework	45262100-2
69	<b>Security For Site &amp; Vacant Premises</b>	Supply of security personnel and equipment for the protection of unoccupied premises and construction sites in and out of working hours, including manned guarding service, Security services	79710000-4
70	<b>Sewage Plant Operation and Maintenance</b>	Operating and maintaining sewage treatment works and pumping stations	90481000-2
71	<b>Signs</b>	Design manufacture and installation of sign and way finding systems including suspended, projecting, wall, directory, door, freestanding, panel and post, braille and tactile, name plate displays. Vehicle wrapping and semi-wrapping.	34928470-3
72	<b>Signs (Road-Directional, Road Names And Traffic Control)</b>	Signs used on roads for directional, road names and traffic control. Installation of signalling equipment.	45233290-8
73	<b>Site Clearance</b>	Site clearance or removal of products of demolition in preparation for new build. Site-clearance work.	45111213-4
74	<b>Site Set Up and Hoarding</b>	Erecting hoarding and temporary site accommodation, including partitioning off existing building to create site office space	44211100-3
75	<b>Site Temporary Electrical Installation</b>	Site temporary electrical installation	45310000-3
76	<b>Site Temporary Plumbing Installation</b>	Installation of temporary plumbing for site use: hot and cold water supply and foul drainage including all drainage and connection work. Plumbing and sanitary works	45330000-9
77	<b>Skip Hire</b>	Provision of skips. Refuse skips	45500000-2
78	<b>Solar Photovoltaic Installations</b>	Installation of solar photovoltaic systems (solar PV) for converting daylight into electrical power	45261215-4
79	<b>Sports And Playground Surfaces</b>	Construction, repair and maintenance of all weather external sports surfaces and multi-use games areas. This includes artificial turf, astro-turf and 3G pitches, Landscaping work for sports grounds and recreational areas.	45112720-8
80	<b>Stonework &amp; Restoration</b>	Stonemasonry, including cutting, sawing, carving and placing stone for construction work and restoration. Stonework. Restoration work.	45454100-5 45262510-9
81	<b>Street Furniture</b>	Installation and maintenance of street furniture including bus shelters, smoking shelters, playground shelters, cycle, trolley shelters, walkways, kiosks, seats, benches, waste bins, bus stop poles etc. Installation of street furniture.	45233293-9

<b>82</b>	<b>Street Lighting</b>	Provision of street lighting. Installation of road lighting equipment.	45316110-9
<b>83</b>	<b>Structural Steelwork</b>	Fabrication and erection of structural frame from steel components provided by the manufacturers and fabricators. Includes trussed rafters, decking. Structural steel erection work, brick support and angles, windposts and Secondary steel to door and window openings.	45262400-5
<b>84</b>	<b>Tiling (Wall)</b>	The fixing of wall tiling. Wall-tiling work.	45431200-9
<b>85</b>	<b>Timber Structures</b>	Use of timber for all main structural elements. Does not include conventional roof trusses or floor joists. Joinery and carpentry installation work.	45420000-7
<b>86</b>	<b>Traffic Management (Temporary)</b>	Provision of cones, temporary signage and traffic lights for traffic management. Construction, foundation and surface works for highways, roads.	45233290-8
<b>87</b>	<b>Traffic Signals</b>	Installation and maintenance of traffic signals. Installation of signalling equipment.	45316212-4
<b>88</b>	<b>Tree Surgery</b>	Treatment of damaged trees, removing branches, bracing etc. Tree pruning.	77340000-5
<b>89</b>	<b>Waterproofing (Structural)</b>	Apply waterproof coating to structure e.g. foundations or water retaining structures, by bentonite, asphalt, hand applied or sprayed systems.	45261420-4
<b>90</b>	<b>Windows (PVCU)</b>	Supply and installation or installation PVCU-framed windows. Installation of plastic windows.	45421132-8