

Appendix 2

Property Maintenance

Dynamic Purchasing System Operation



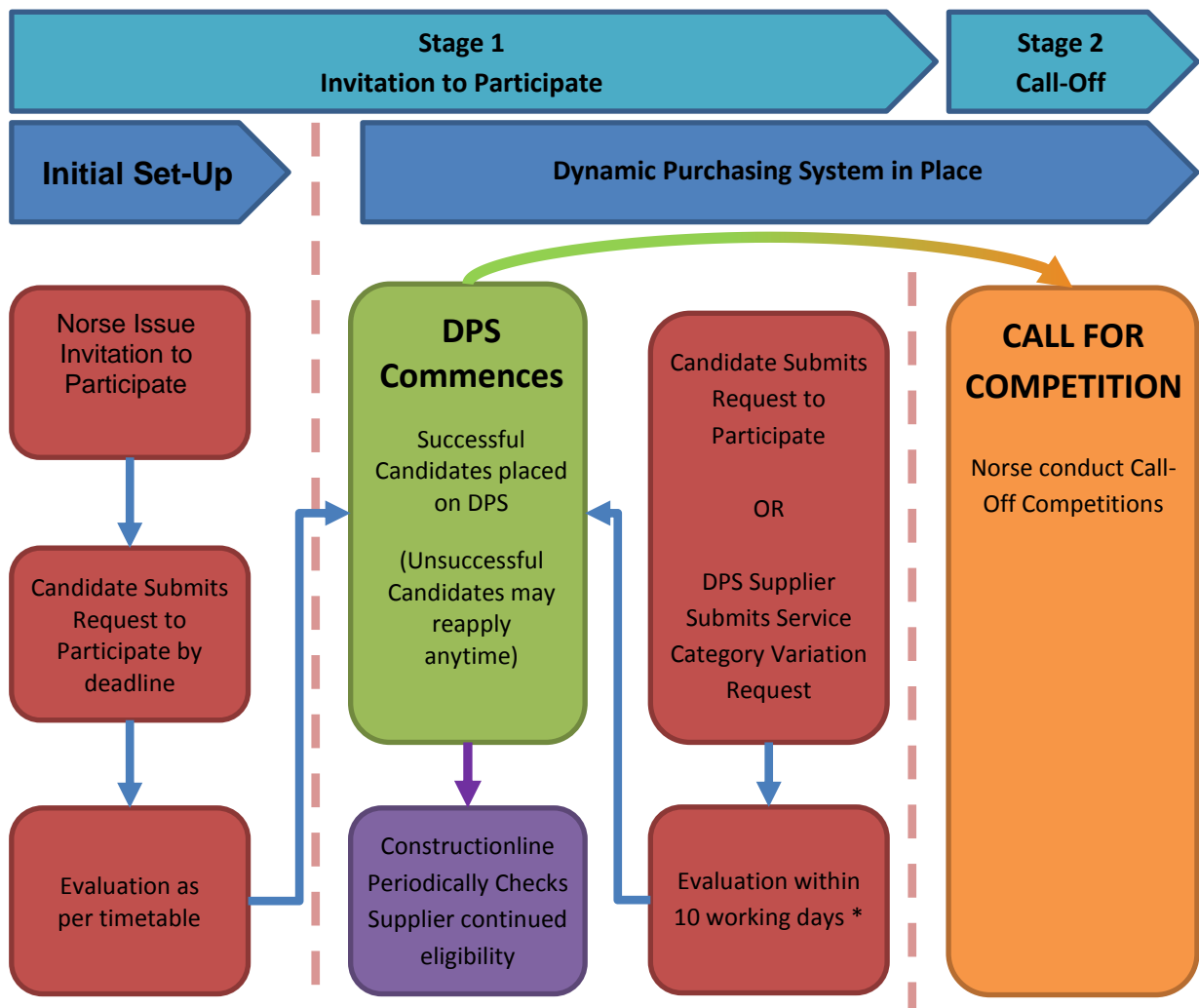
1. Introduction to DPS

- 1.1. Why it is being set up: A Dynamic Purchasing System has been established for the procurement of property maintenance works. A DPS allows for new entrants to the property maintenance works market to be able to provide their services to Newport Norse Limited (Norse). There is no cut off date for suppliers to gain a place on the DPS – as a live system, it is continually updated allowing suppliers to join on a frequent basis.
- 1.2. Where it will be hosted: The DPS will be run via Constructionline. Suppliers are requested to ensure that their contact details are up to date on the portal at all times.

2. DPS Process

- 2.1. The Dynamic Purchasing System will be operated as a completely electronic process.
- 2.2. Suppliers will need to indicate the categories of maintenance works they can provide.
- 2.3. Organisations gaining a place on the DPS will receive invites to compete to supply property maintenance works to Norse within their specified categories.
- 2.4. At the start of the process, an open Qualification exercise will be undertaken to appoint the majority of Contractors to the DPS.
- 2.5. The procurement process for Bidders will be made up of pass / fail questions that will allow a swift and clear evaluation to be undertaken.
- 2.6. Financial due diligence will be provided on an on going basis through the Constructionline real-time monitoring system.
- 2.7. Bidders will be asked to indicate which maintenance works disciplines they wish to deliver by selecting from a list that covers the full range of categories.
- 2.8. Bidders can select one, some or all maintenance works disciplines.
- 2.9. Once procurement has closed, Constructionline will be used to maintain access to the DPS for new bidders during the lifetime of the DPS.
- 2.10. Upon receipt of a new bid Constructionline will automatically notify the DPS team a bid has been received.
- 2.11. If successful the bidder will be added to the DPS and Constructionline will be updated with the relevant information.
- 2.12. The initial “period of validity” of the DPS will be 4 years. This period can be later amended (extended, shortened, terminated) subject to notification on the

relevant OJEU standard form. The duration of the Call-Off Contracts will be set out in each individual Call-Off contract and may overhang the period of validity of the DPS.



3. Advantages of a DPS

- 3.1. The wider public sector in South Wales will have access via Norse to new public sector providers through the lifetime of the DPS.
- 3.2. Existing providers wishing to expand their portfolio of services will be able to do so.
- 3.3. The DPS can be adapted to reflect new property maintenance works needs as they arise.

4. Roles and Responsibilities

- 4.1. The DPS will be run and administered by Constructionline.
- 4.2. Any new applicants will be assessed by the Constructionline team.

5. Mini Competition Process

- 5.1. Norse has to invite all capable suppliers within the relevant property maintenance works category to undertake a mini competition.
- 5.2. Norse will be able to choose the most effective maintenance works model to meet their needs either by:
 - 5.2.1. Appointing one supplier to cover all their needs; or
 - 5.2.2. Appointing multiple suppliers across maintenance works disciplines.
- 5.3. The Call-Off Procedure shall be as follows:
 - 5.3.1. **Step 1:** Norse shall produce a detailed specification of the Services required.
 - 5.3.2. **Step 2:** Norse shall identify to which category the Services relate.
 - 5.3.3. **Step 3:** Norse shall supplement and refine the Call-Off Contract only to the extent permitted by and in accordance with the requirements of the PCR 2015 and Guidance.
 - 5.3.4. **Step 4:** Norse shall invite all relevant Suppliers within the respective category to participate in the mini-competition. For the avoidance of doubt, Suppliers may only participate in respect of Services within the scope of the categories to which they have been appointed.
 - 5.3.5. **Step 5:** Norse shall send the specification to the Suppliers and invite the Suppliers to submit tenders in response to the specification within the response time specified by the Customer Organisation. Customer Organisations shall be entitled to determine the Award Criteria weightings and introduce sub-criteria provided that these are notified to Suppliers at the time the Suppliers are invited to submit their proposals.
 - 5.3.6. **Step 6:** Norse shall evaluate any Supplier's proposals in accordance with the Call-Off Award Criteria and the Participating Organisation's requirements as specifically stated in the specification.
 - 5.3.7. **Step 7:** Norse shall, at its sole option, decide whether or not to select a Supplier to provide the Services as set out in the Specification. If Norse decides not to select a Supplier, Norse shall notify all potential Suppliers of the same and the Call-Off procedure shall be discontinued. The Customer may at its option repeat the Call-Off procedure.
 - 5.3.8. **Step 8:** If the Call-Off Competition is successfully completed, Norse shall award the tender to the successful Supplier/s and notify all other potential Suppliers of their failure to be selected. No proposal shall be deemed to have been accepted unless and until an Invitation has been sent to the Supplier by Norse.
- 5.4. The Supplier's obligations under a Call-Off Competition are as follows:
 - 5.4.1. The Supplier shall in writing, by the time and date specified by the Customer following an invitation to tender provide the Customer with either:

- 5.4.1.1. a statement to the effect that it does not wish to tender in relation to the Customer's requirements; or
- 5.4.1.2. the full details of its tender made in respect of Norse's requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
 - (a) an e-mail response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a statement that the Supplier is bidding for the services as specified in the further competition; and
 - (c) a proposal covering the goods and/or services specified in the further competition.
- 5.4.2. Supplier failure to compete in Call-Off Competitions will be addressed in the Contract Review Meetings and may result in a negative performance rating.
- 5.4.3. The Supplier agrees that:
 - 5.4.3.1. all tenders submitted by the Supplier in relation to a further competition shall remain open for acceptance by the Customer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with the Call-off Procedure);
 - 5.4.3.2. all tenders submitted by the Supplier are not subject to a conflict of interest, or where a conflict of interest is identified that the Supplier will notify the Customer and ensure appropriate and robust ethical walls are in place satisfactory to the Customer, in its absolute discretion. If the Supplier is acting as an agent on behalf of a public sector body then any conflict of interest is subject to the agency agreement between those parties; and
 - 5.4.3.3. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (a) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (b) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.