

# Newport Norse Limited Invitation to Tender for Property Maintenance Dynamic Purchasing System

**This Invitation to Tender (ITT) consists of the following sections:**

Section 1	Instructions to Bidders
Appendix 1	Service Requirements
Appendix 2	Dynamic Purchasing System Operation
Appendix 3	Call-Off Terms and Conditions

**Please ensure that you have downloaded and read Section 1 and associated annexes before proceeding to tender.**

## Section 1 – Instructions to Bidders

### 1. INTRODUCTION

- 1.1. This procurement exercise is being conducted by Newport Norse Limited (Norse, Newport Norse) is a joint venture company wholly owned by Newport City Council and Norse Commercial Services Limited (a Norfolk County Council wholly owned Company). Norse acts on behalf of Newport City Council to deliver value for money via the procurement of property related services. Norse Group harnesses public sector purchasing power of circa £280 million across the UK.
- 1.2. The purpose of this Invitation to Tender (**ITT**) is to provide Bidders with sufficient information to enable them to compile a bid that meets the requirements of the procurement for a Dynamic Purchasing System for the delivery of the Services set out in the Appendix 1 of this ITT. Bidders agree to keep confidential information contained in this ITT or sent with it or made available in connection with any further enquiries about its subject matter.
- 1.3. This ITT has been issued in accordance with the Public Contracts Regulations 2015 (as amended) (**PCR 2015**) for the procurement of the Dynamic Purchasing System. Bidders should refer to the contract notice dispatched for publication in the Official Journal of the European Union ("**the OJEU**") – this can be accessed through [www.sell2wales.gov.wales](http://www.sell2wales.gov.wales) .
- 1.4. Whilst reasonable care has been taken in preparing the ITT, neither Norse, Constructionline nor any of its advisers accept any liability or responsibility for the adequacy or completeness of any information or opinions stated in this ITT. No representation or warranty, express or implied, is or will be given by NORSE or any of its representatives, employees, agents or advisers with respect to the ITT or any information on which it is based. Any liability for such matters is expressly excluded.

- 1.5. In so far as it is compatible with any relevant laws, NORSE reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the Dynamic Purchasing System or to reject any or all Bids. In no circumstances will NORSE incur any liability in respect of the foregoing.
- 1.6. The ITT is supplied to Bidders who wish to Bid for the provision of the Services under the Dynamic Purchasing System referred to in the OJEU and may not be disclosed, copied, reproduced, distributed or passed by them to any other person at any time (other than external professional advisers operating under similar conditions of confidentiality, in accordance with paragraph 15 below).
- 1.7. For full details of the Services please refer to Appendix 1 Service Requirements.
- 1.8. The contract will be subject to the new General Data Protection Regulations (GDPR). To ensure you are familiar with the legislation and your obligation please refer to guidance from the Information Commissioner's Office <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>

## 2. DEFINITIONS

2.1. In this ITT, the following words and phrases have the meanings set out against them:-

Bidder	Those organisations who have expressed an interest in providing the Services to be procured under the Dynamic Purchasing System;
Bidder Member	An organisation or person with a connection to the RTP Response;
Call-Off Contract	means the legally binding agreement made pursuant to the provisions of the DPS, for the provision of Services between Norse and a DPS Provider. and which is set out in Appendix 2 of this ITP;
Dynamic Purchasing System or DPS	Means the vehicle established for Customer Organisations to call-off their requirements from a pool of suppliers approved as a result of this procurement as per Regulation 34 of the PCR 2015;
Evaluation Criteria	The Criteria which will be used to evaluate RTP Responses and which are set out in the Constructionline landing page.
DPS Governance	The rules for governing the Dynamic Purchasing System;
DPS Providers	means those Bidders appointed to the Dynamic Purchasing System following the successful completion by NORSE of its procurement exercise;
Invitation to Tender or ITT	This invitation to apply for the Services, including all schedules and annexures hereto;
ITT Update	A written notification by NORSE to the Bidders. ITT Updates may be issued during the application period to amend or to provide further clarification to any part of the ITT;
PCR 2015	The Public Contracts Regulations 2015;
Request to Participate or RTP	Responses made by Bidders to this ITT in accordance with its terms;

RTP Response	A Bidder submission in response to the ITT which includes, but is not limited to, all responses in respect of Section 2 and all supporting information;
Services	The services as described in the Specification set out in Appendix 1 to this ITT;
Specification	The specification contained within this ITT at Appendix 1.

### 3. BACKGROUND

- 3.1. The vision for NORSE is "to transform public procurement in Newport to world class collaboration, leading changes which improve public services and drive economic renewal through practical leadership and harnessing skills and technology to make a lasting and substantial step change in the South East Wales public sector procurement."

### 4. NORSE' REQUIREMENTS

- 4.1. Bidders are invited to submit Bids to participate in the Dynamic Purchasing System as a Dynamic Purchasing System Provider. The successful Bidders will be required to interface with Norse to ensure successful delivery of the Services whilst achieving and maintaining consistently the highest services and standards throughout the term of the Call-Off Contract.
- 4.2. The Dynamic Purchasing System is for the delivery of the Services as described in the Specification and will endure for the time period set out in paragraph 5 below.
- 4.2.1. The Dynamic Purchasing System will consist of categories set out by the Constructionline category descriptions as listed.
- 4.2.2. NORSE expects to appoint all suppliers who meet the qualification criteria of the Dynamic Purchasing System to the categories they have applied for.
- 4.3. Call-Off procedures under the Dynamic Purchasing System Agreement are as set out in the Dynamic Purchasing System Operation and bidders are referred to Appendix 2 of this ITT in that regard.

### 5. CONTRACT DURATION / TIMESCALE

- 5.1. The Dynamic Purchasing System Agreement to be entered into with Dynamic Purchasing System Providers will take the form set out in Appendix 3 to this ITT. The Call-Off Contracts which will be entered into between Norse and Dynamic Purchasing System Providers will take the form set out in Appendix 4 to this ITT.
- 5.2. **IMPORTANT** – Bidders are reminded that this procurement is being conducted under the OJEU Restricted Procedure in accordance with PCR 2015. Accordingly, save for any clarifications or except where the NORSE (in respect of the Dynamic Purchasing System Agreement) or the Participating Organisation (in respect of the Call-Off Contracts) considers in their sole discretion that certain terms are inconsistent or redundant, the Dynamic Purchasing System Agreement and the Call-Off Contracts are **non-negotiable**. Any Bid submitted which seeks to vary or alter either may be deemed **non-compliant** and the Bidder excluded from further participation in the Bid process.

- 5.3. The period of the Dynamic Purchasing System Agreement to be awarded will be on the basis of a four (4) year contract (with the option to extend for further two (2) year periods). The duration of the Call-Off Contracts will be set out in each Call-Off contract. The Dynamic Purchasing System will commence on 1 April 2020. The Selection Stage for new entrants to join the DPS is open throughout the duration of the agreement.

## 6. PROCUREMENT TIMETABLE

- 6.1. The following dates are indicative of the programme timetable to be followed. However NORSE reserves the right to change the timetable at any time at its sole discretion. In this event, all Bidders will be advised of the revised timetable.

Activity	Date
Invitation to Bid	16/02/2020
<b>Deadline for Bidders to raise clarifications</b>	20/02/2020
<b>Return of Bid Submissions</b>	20/03/2020
Complete Evaluation of Tenders	30/03/2020
DPS Award	01/04/2020
DPS Commencement	01/04/2020

## 7. CLARIFICATION / BID SUBMISSION - PROCEDURES AND DEADLINES

- 7.1. Each Bidder is invited to submit full, detailed Bids in response to this ITT through the Constructionline landing page.
- 7.2. NORSE intends to conduct this procurement using the Sell2Wales portal:- <https://www.sell2wales.gov.wales/>
- 7.3. Sell2Wales and Constructionline have overall responsibility for any technical queries including:
- 7.3.1. access to their tender portal pages;
  - 7.3.2. access to the online ITT and technical parameter documents via the Portal; pages and;
  - 7.3.3. system advice and guidance.
- 7.4. Any queries / clarifications relating to the Bid should be directed via the message portal. Once a Bidder raises any queries, NORSEs' responses will be posted via the message portal within the Sell2Wales system. Please note that Bidders can raise clarifications on the content of this ITT up to:

**14:00 on 20 February 2020**

- 7.5. Bidders must return their Bids via the Constructionline landing page which must be submitted before:

**14:00 on 20 March 2020**

- 7.6. Late clarifications and/or Bids may, at NORSEs' discretion, be discounted from further consideration. The DPS is always open to new entrants and a separate selection stage will be established at the conclusion of the initial tender period. Late Bids should be submitted via this new selection stage to be deemed compliant.
- 7.7. Bidders must read this entire document, and any instructions provided on the Sell2Wales or Constructionline portal before completing any part of this tender.
- 7.8. Unsuccessful Bidders will be informed of the outcome at the specified Contract Award date. Feedback will be provided by or Constructionline.
- 7.9. There is no limit to the number of bids that a Bidder may submit to gain a place on the DPS.

## **8. TENDER RESPONSE**

- 8.1. Bidders should respond as follows on the Constructionline landing page:
- 8.2. Unless required specifically to do so, Bidders are not required to submit any other information. **Please note that additional information that was not requested will be disregarded.**
- 8.3. Bids (including all accompanying documents) must be submitted in English.
- 8.4. To constitute a bona fide Tender, it is essential that all information requested is duly completed and returned. Any details not provided or fully completed may constitute an admission of unsuitability/inability to fulfil requirements and may result in the Tender being rejected at the absolute discretion of NORSE.
- 8.5. If any of the information supplied in response to the Tender documents changes in the ensuing evaluation period, or thereafter, Bidders must provide NORSE promptly with full details in writing of the relevant changes.

## **9. EVALUATION OF TENDERS**

- 9.1. Bid evaluation will be carried out by Constructionline.
- 9.2. If the Bid Response should fail any of the requirements set out in this ITT at any stage of the evaluation process, NORSE reserves the right to disqualify the Bidder. In this event, no further evaluation of the Bid Response will take place and the Bidder will not be considered further in the procurement.

9.3. Bids will be evaluated having regard to the following criteria:

- 9.3.1. As a minimum, Bidders will need to meet the requirements of the Constructionline Questionnaire. Failure to meet these requirements may result in Bidders being disqualified from further consideration.
- 9.4. Technical and Commercial Questionnaires will be included at the various mini-competition stages. At that stage, the percentage weighting between the Technical and Commercial Questionnaires will be defined and communicated to Providers.
- 9.5. NORSE will inform all Bidders of the outcome of the evaluation, via the message area of the Sell2Wales and/or Constructionline portal. The information contained within the notification will be in accordance with Regulation 86 of PCR 2015. NORSE reserves the right in its absolute discretion not to appoint a successful Bidder.

## **10. MANDATORY SUPPLIER REBATE**

- 10.1. NORSE is obliged to recover its costs and Dynamic Purchasing System Providers will be contractually required to pay a retrospective rebate to NORSE. The rebate fee will be levied on each contract for each Dynamic Purchasing System Provider. Full details of the mandatory supplier rebate and the payment terms in respect thereof will be set out in any mini competition exercise where it is deemed applicable.

## **11. COMMUNITY BENEFITS**

- 11.1. Community Benefits in a procurement context is about ensuring that wider social and economic issues are taken into account when tendering contracts, to maximise the investment as widely as possible. NORSE is committed to delivering community benefits in public sector procurement throughout Wales through its sourcing activity.
- 11.2. Community Benefits associated with the Dynamic Purchasing System will be a non-Core requirement and will be agreed with the individual Participating Organisation at time of mini-competition.
- 11.3. Non-Core Community Benefits proposals should be planned on a cost-neutral basis.
- 11.4. The successful Providers will be required to implement any Community Benefits proposals once agreed with Norse.

## **12. CONTRACTUAL COMMITMENT OF BID**

- 12.1. Except for manifest error or as may otherwise be expressly agreed by both NORSE and the Bidder, the contents of submitted Bids will be deemed to be binding upon the Bidder and open for acceptance by NORSE for a period of 120 days. Therefore, Bidders are cautioned to verify their proposals before submission to NORSE. NORSE reserves the right, at its absolute discretion not to accept any Bid submitted in response to this ITT.

### **13. BID PREPARATION COSTS**

- 13.1. Each Bidder shall be solely responsible for all the costs it incurs in the preparation and submission of its Bid up to and including the award of any contract by NORSE. This shall also be deemed to cover the cost of attending any pre or post award Bidder meetings and site visits. NORSE shall in no event be responsible or liable for any such costs regardless of the conduct or outcome of the bidding process, and in this respect, the Bidder shall have no recourse to NORSE.

### **14. AMENDMENTS TO ITT**

- 14.1. Throughout the procurement, NORSE may issue ITT Updates, which will be identified by a version number and the date. No other statements issued by NORSE in relation to the ITT shall constitute ITT Updates unless subsequently ratified by an ITT Update.
- 14.2. Such ITT Updates will contain details of any amendments to the ITT, together with any further information, which may assist the Bidders in the preparation of their submissions.
- 14.3. NORSE reserves the right to make amendments to the ITT at any time up to the award of the contract.

### **15. CONFIDENTIAL INFORMATION**

- 15.1. Confidential information means all information which is supplied by NORSE to a Bidder whether in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with such Bidder or which is obtained through observations made by such Bidder which is designated by NORSE as confidential or which is otherwise of a confidential nature. Each Bidder shall hold in confidence any confidential information, provided that such Bidder shall not be restricted from passing such information to its professional advisers, its proposed sub-contractors (subject to obtaining appropriate confidentiality restrictions), but only to the extent necessary to enable it to prepare its Bid and participate in this procurement.

### **16. FREEDOM OF INFORMATION**

- 16.1. Bidders are reminded that NORSE is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). Accordingly NORSE may be required to disclose, on request, information submitted to it by Bidders in connection with this Bid. Information may be exempt from disclosure under FOIA where its disclosure would be likely to prejudice the commercial interests of any person but NORSE can give no assurances as to whether information received from Bidders in connection with this Bid would be disclosed in response to a request made under FOIA. In the event that such a request is received by NORSE, NORSE shall, in accordance with its obligations under the Code of Practice made under section 45 FOIA, consult with any party whose interests are likely to be affected by disclosure. However NORSE shall be responsible for determining at its absolute discretion whether any such information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and whether any such information is to be disclosed in response to an information request.

### **17. COPYRIGHT**



- 17.1. Bidders are reminded that the copyright to this ITT rests with NORSE and its appointed advisors. This ITT may not either in whole or in part be copied, reproduced, distributed or otherwise made available to any other third party without the prior written consent of NORSE except in relation to the preparation of a Bid. All documentation supplied by NORSE in relation to this ITT is, and shall remain the property of NORSE and must be returned on demand, without any copies being retained.

## **18. BID MEMBERSHIP AND ELIGIBILITY**

- 18.1. NORSE must be notified in writing of any change in the control, composition or membership of a Bidder that has taken place subsequent to the submission of the Bid Response.
- 18.2. Similarly, NORSE must be notified in writing of any changes that have been made to the nominated suppliers or advisors. NORSE reserves the absolute right to withhold approval for any such changes and to disqualify the Bidder concerned from any further participation in the procurement process.

## **19. COMMUNICATIONS**

- 19.1. Any enquiries associated with this ITT must be submitted via the eTenderWales messaging services. Except where the response to an enquiry relates to commercially confidential matters, NORSE will copy their responses to all Bidders.

## **20. CANVASSING**

- 20.1. Any Bidder who directly or indirectly canvasses any member of NORSE or any of their officials or representatives concerning the award of the Dynamic Purchasing System may be disqualified.

## **21. COLLUSIVE SUBMISSIONS**

- 21.1. Any Bidder who:

- 21.1.1. Offers or agrees to pay or gives or does pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other Bid or proposed Bid any act or omission;

will be (without prejudice to any other civil remedies available to NORSE and without prejudice to any criminal liability which such conduct by a Bidder may attract) disqualified.

- 21.2. The Bidder warrants that its Bid shall be bona fide and shall be intended to be competitive and that it has not done and will not do at any time any of the acts set out in paragraph 21.1 above.

## **22. CONSORTIUM BIDS AND SUBCONTRACTING**

- 22.1. Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-



contractors who will play a significant role in the delivery of the Dynamic Purchasing System Agreement under any ensuing contract. For the purposes of this ITT, a significant role is where the economic and financial standing and the technical or professional ability of the consortium member or sub-contractor is referred to or relied upon in response to the ITT.

- 22.2. Responses must enable NORSE to assess the overall service proposed. Bidders should note that in the case of a consortium approach not involving a prime contractor, NORSE will require that the liability of the consortium members shall be joint and several.
- 22.3. NORSE recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to NORSE so that they can make a further assessment by applying the criteria to the new information provided.
- 22.4. Without prejudice to paragraphs 22.1– 22.3 above, NORSE needs to ensure that any entity with which a Dynamic Purchasing System Agreement or Call-Off Contract is concluded meets the financial standing requirements in the ITT. Consequently where a Tenderer intends to rely on the financial standing of other entities (whether parent companies, group companies or otherwise), full information must be provided about those other entities.

## **23. PUBLICITY**

- 23.1. No publicity regarding the procurement of the Dynamic Purchasing System or the award of any contract will be permitted unless and until NORSE has given express written consent to the relevant communication.

## **24. CONFLICT OF INTEREST**

- 24.1. Bidders are instructed to ensure that their potential appointment as a Dynamic Purchasing System Provider has not and will not create any conflict of interest or any situation that might compromise or prejudice NORSE's duty to manage an open, fair, non-discriminatory and competitive procurement process. In the event of a conflict (or potential conflict) arising at any time during the procurement process, the affected Bidder must report the occurrence of an actual or potential conflict and the means for resolving it to NORSE as soon as reasonably practicable.
- 24.2. Failure to declare any actual or potential conflict and/or failure to address such conflict to the reasonable satisfaction of NORSE may result in a Bidder being disqualified from this procurement.

## **25. GUIDANCE AND COMPLIANCE**

- 25.1. Bidders should read these instructions carefully before submitting a response to this ITT. Failure to comply with these requirements for completion and submission of the Bid response may result in the rejection of the Bid response. Bidders are therefore advised to acquaint themselves fully with the instructions and conditions set out in this ITT.

25.2. NORSE requires adherence to all instructions and conditions within this ITT from each of the Bidders and the participation in the tender process by each Bidder shall be construed as unqualified acceptance of such obligations by and on behalf of that Bidder.

## **26. RIGHT TO REJECT BIDDER RESPONSES**

26.1. NORSE reserves the right to reject or disqualify a Bidder where:

- 26.1.1. a Bid response is submitted late, is completed incorrectly, is materially incomplete or fails to meet the requirements of this tender which have been notified to Bidders;
- 26.1.2. the Bidder and/or a member(s) of its supply chain are unable to satisfy the terms Regulation 57 of the Public Contracts Regulations 2015 (as amended) at any stage during the tender process;
- 26.1.3. the Bidder and/or a member(s) or its supply chain contravene any of the terms and conditions of this ITT or other document issued by NORSE; or
- 26.1.4. there is a change in identity, control, financial standing or other factor impacting the selection and/or evaluation process affecting the Bidder and/or a member(s) of its supply chain.

## **27. NORSE'S RIGHTS**

27.1. NORSE reserves the right to:

- 27.1.1. Waive the requirements of this ITT;
- 27.1.2. Disqualify any Bidder that does not submit a compliant Bid Response in accordance with the instructions of this ITT;
- 27.1.3. Annul the Bid process in its entirety;
- 27.1.4. Withdraw this ITT at any time, or re-invite Bid responses on the same or alternative basis;
- 27.1.5. Choose not to award any contract as a result of the current procurement process; and
- 27.1.6. Make whatever changes they see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## **28. GOVERNING LAW**

28.1. The laws of England and Wales (as applied in Wales) and the exclusive jurisdiction of the Courts of England and Wales sitting in Cardiff shall apply to this ITT and, subject to applicable law, any dispute, including any non-contractual dispute arising therefrom.