



Ministry
of Justice

Minor Works Dynamic Purchasing System

PART A: Invitation to Participate (ITP) Overview Information Document

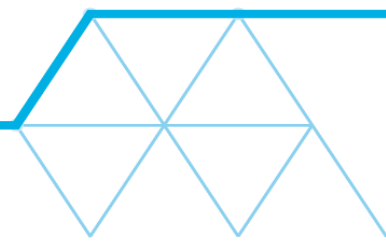
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1. INTRODUCTION

Introduction to the Invitation to Participate for the Ministry of Justice Minor Works Dynamic Purchasing System Procurement

- 1.1. This Invitation to Participate ("ITP") for the Ministry of Justice Minor Works Dynamic Purchasing System (MWDPS) procurement is issued by the Ministry of Justice (MoJ) on behalf of the Secretary of State for Justice (the "Authority"). This procurement is for the initial and ongoing appointment of Contractors to undertake construction maintenance and repair works as described in this ITP (the "Works") for the Authority and Gov Facility Services Limited ("GFSL"). Additional detail about the Buyers can be seen at section 2 of this ITP Part A.
- 1.2. This procurement is being conducted in accordance with Regulation 34 of the Public Contract Regulations 2015 ("PCR").
- 1.3. The ITP overview of the MWDPS Procurement is provided for use by Potential Contractors (and their professional advisors) that wish to join the MWDPS and tender for Call Off Contracts let under the MWDPS.
- 1.4. Potential Contractors should read all Parts of this ITP carefully and ensure that they are familiar with the nature and extent of the obligations in this procurement process.
- 1.5. In broad terms, a Dynamic Purchasing System ("DPS") is an electronic system similar to a framework agreement. However, unlike framework agreements, contractors can apply to join the MWDPS at any time during the life of the DPS by meeting specific selection criteria. All Contractors who meet the Selection Criteria will be admitted to the DPS, where the Authority and/or Buyers can then invite tenders from admitted Contractors for specific requirements through Call Off Competitions.
- 1.6. Participating in the MWDPS will involve two stages.
 - 1.6.1. First, in the Selection Stage, Potential Contractors will be invited to join the MWDPS and all Potential Contractors who meet the selection criteria will be admitted to the MWDPS. The purpose of the Selection Stage is to identify a Potential Contractor's basic suitability to undertake the works which are to be let under the MWDPS through evaluating their technical and professional ability and their economic and financial standing. If the Potential Contractor meets the Selection Criteria and therefore passes the Selection Stage, it will be admitted to the MWDPS as a Contractor upon signing the MWDPS agreement.
 - 1.6.2. Once admitted to the MWDPS, Contractors will be able to tender for Call Off Contracts as part of a Call Off Competition. Contractors' Call Off Tenders will be evaluated to identify the Bidder that best meets the relevant Buyers' individual Call Off Contract requirements.
- 1.7. The advertised duration of the MWDPS is an initial four (4) years with an option to apply two (2) further two (2) year extensions. The Authority may at its discretion extend the MWDPS further on written notice.

- 1.8. In the interests of transparency and to allow the market to understand potential opportunities, the estimated initial four (4) year contractual spend for the MWDPS may be up to £296 million, an estimated £74 million per year, made up of £64,000,000 per annum for project work and £10,000,000 per annum for maintenance related activity.
- 1.9. The Authority cannot confirm how the annual spend will be allocated across the MWDPS Works Categories and Geographical Locations.
- 1.10. The Authority cannot provide detailed breakdowns of requirements and spend. However, at a high level, the value of the requirements for individual Call Offs to be tendered through the MWDPS are, in most cases, likely to be up to £500,000, although there may, on occasion, be requirements up to £1 million.
- 1.11. Potential Contractors should be aware that the Authority does not guarantee any level of spend nor guarantee any number of contracts through the MWDPS.
- 1.12. Potential Contractors engage, participate and bid for work under the MWDPS entirely at their own risk. The Authority is not responsible for any losses or costs incurred by Potential Contractors as part of their application to be appointed to the MWDPS nor at any time thereafter.
- 1.13. Only procurements run through the Buyer's Sourcing Portal, using the process described within this ITP, shall be valid.
- 1.14. Contracts procured through the MWDPS will be in the name of the Secretary of State for Justice or Gov. Facility Services Limited and the day to day operation and management of the Call Offs will be by MoJ or GFSL staff.

Structure of the ITP for the Minor Works Dynamic Purchasing System

- 1.15. The ITP consists of four Parts:

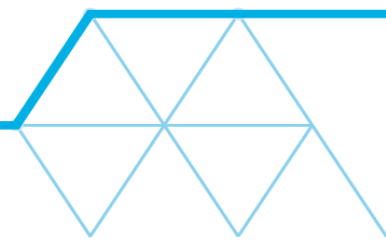
- 1.15.1. **Part A – Overview of the Minor Works Dynamic Purchasing System**

Procurement: this Lots and Categories, Geographical Locations, the procurement process and timetable for setting up the MWDPS, how to join the MWDPS, how to bid for MWDPS Call Off Contracts, and requirements applicable to all Potential Contractors who participate in the MWDPS procurements;

- 1.15.2. **Part B – How to join the Minor Works Dynamic Purchasing System:**

this document explains how Potential Contractors can join the MWDPS and includes detailed guidance on the process, the selection questions, evaluation criteria and grounds for excluding Contractors from the MWDPS;

- 1.15.3. **Part C - Terms and conditions for the MWDPS, the Call Off Procedure and the terms and conditions for individual MWDPS Call Off Contracts:** These documents set out the terms and conditions for joining the MWDPS and outline the terms for MWDPS Call Off Contracts, which are combined into one contract core terms and schedules set out below:



- MWDPS Agreement core terms
- Signatory Sheet
- Schedule C1 Definitions
- Schedule C2 Call Off Procedure and Award Criteria

1.15.4. **Part D – MoJ eSourcing Portal - Jaggaer Guidance**, contains guidance on how to use the MoJ Sourcing Portal to respond to Call-Off opportunities.

1.16. Parts A, B, C and D of the ITP are accessible as separate documents on the Constructionline DPS platform.

1.17. Unless the context otherwise requires, words, expressions and abbreviations that have been capitalised shall have the meanings prescribed in Schedule C1 (Definitions) to the Draft MWDPS Contract or Annex A (Interpretation of Terms) in Part A of this ITP.

1.18. Unless the context otherwise makes clear, the information in Part A is relevant to both the Selection Stage onto the MWDPS and the Call Off Competition process. The Information in Part B is relevant to the Selection Stage only (unless where expressly stated otherwise).

1.19. Annex D (Supporting Documentation) to this document, is a list of appendices which provide additional useful information as referred to in this ITP.

1.20. A separate folder of **supporting information** around security strategies is also being provided to better inform the market.

2. BUYER BACKGROUNDS

MoJ: BACKGROUND

2.1. The MoJ is a major government department, at the heart of the justice system. We work to protect and advance the principles of justice. Our vision is to deliver a world-class justice system that works for everyone in society. The MoJ is responsible for the following parts of the justice system:

- Courts and Tribunals
- Prisons
- Probation services

2.2. The MoJ works to ensure that sentences are served and offenders are encouraged to turn their lives around and become law-abiding citizens. We believe the principles of justice are pivotal and we are steadfast in our shared commitment to uphold them.

2.3. Within the MoJ sits Her Majesty's Prison and Probation Service (HMPPS), which is responsible for running the Prison and Probation systems within England and Wales. There are currently 110 prisons across England and Wales for which this contract will serve. This contract may also be used to undertake works to sites under the control of Her Majesty's Courts and Tribunal Services (500+ Court and Tribunal buildings), the Home office (assets such as Approved Premises) plus numerous MoJ office buildings.

GFSL: BACKGROUND

- 2.4. The MoJ has a wholly owned company called Gov. Facility Services Limited (GFSL) which is contracted to provide total facilities management services in 48 prison establishments across the South of England. GFSL will have direct access to the DPS, in its own right and be a substantial user of the arrangement to source its subcontractors.

3. OVERVIEW OF EXISTING ARRANGEMENTS AND THE MWDPS

- 3.1. The MoJ has various term and framework contracts operating within its space. In summary these can be described as:

- Total Facilities Management term contracts across the prisons in England and Wales – delivered by three (3) Service Providers, one of which is GFSL;
- Total Facilities Management term contract across the Courts, Tribunals and office accommodation - delivered by one (1) Service Provider;
- Total Facilities Management term contracts covering office sites and certain Home Office locations - delivered by two (2) Service Providers and
- A strategic alliance framework available for use across all areas for higher valued works - delivered by nine (9) constructors.

- 3.2. The MWDPS will be predominantly used in the Prison space and provide a flexible and complementary, alternative route to market adding resilience to the MoJ sourcing landscape and agility for GFSL.

- 3.3. The Call Off Contracts may be term maintenance contracts (inclusive of planned preventative maintenance and remedial actions) or discrete project work. An example of the type of project work in the prison space has been set out below along with typical value bands.

Project Type	Value Range (Inc VAT)
Asbestos	£100,000 - £250,000
Boilers/Heating	£13,404 - £600,000
CCTV	£75,000 - £200,000
Emergency In-Call Call System	£65,000 - £288,000
Cell Refurb	£60,000 - £300,000
Electric/Power	£50,000 - £800,000
Emergency Lights	£80,000 - £192,000
Fencing	£98,600 - £260,000
Fire/Fire Safety	£25,000 - £400,000
Flooring Replacement	£124,800 - £240,000
Gates	£30,000 - £248,400
Kitchen/Servery Refurb	£102,000 - £300,000
Perimeter Security Systems	£240,000 - £300,000
Roof Repairs	£30,000 - £500,000
Creation of Safer Cell Space	£75,000 - £125,000

Showers	£71,346 - £720,000
Ventilation	£37,200 - £180,000
Water Hygiene	£60,000 - £444,000
Window Replacement	£60,000 - 300,000

- 3.4. Connected to this is a desire to attract a broad range of Contractors to be part of the MWDPS, including Small and Medium Enterprises. It is this breadth of Contractors and expertise that will enable the MoJ to react to evolving needs.

4. MINOR WORKS DYNAMIC PURCHASING SYSTEM SET UP STAGE AND SELECTION PROCESS

- 4.1. The MWDPS will be hosted and managed by Constructionline. Qualification into the MWDPS equates to meeting the Constructionline Gold Membership level (see Annex D for summary of the areas examined).
- 4.2. Potential Contractors will be able to apply to join the MWDPS and have their Selection Responses evaluated through the Constructionline platform and its DPS function. Constructionline will be managing, monitoring and evaluating requests to join the DPS on behalf of the MoJ.
- 4.3. Potential Contractors wishing to join the MWDPS must first register with Constructionline. **Associate Membership is free of charge** and can be accessed using the following link <https://www.constructionline.co.uk/products-services/membership/associate-membership/>.
- 4.4. Potential Contractors will be assessed in line with the PAS91 scheme. Part B - How to join the Dynamic Purchasing System, provides more detail on the Selection Criteria. Potential Contractors will be able to submit Selection Responses at any point until closure of the MWDPS.
- 4.5. The Authority's intention is that all Selection Responses are evaluated as they are received. All evaluations will be completed within ten (10) Working Days of the Authority receiving a complete submission in compliance with these requirements.
- 4.6. Where a Potential Contractor's Selection Response has been evaluated in line with Part B and rejected, the Potential Contractor will be notified of this outcome and receive constructive feedback from Constructionline. Having considered the feedback, Potential Contractors will be allowed to resubmit an application to join the DPS.
- 4.7. Potential Contractors will be selected to join the MWDPS by passing the Selection Criteria and confirming their acceptance of the Minor Works Dynamic Purchasing System Agreement by signing the Signatory Sheet (see Part C).
- 4.8. One MWDPS Agreement will be put in place regardless of the number of Works Categories in which a Contractor has been successful. Note that separate Call Off Contracts will be put in place for each successful Call Off Competition.
- 4.9. The Authority will publish contract award notices on not less than a quarterly basis that make public the details of Contractors awarded a particular Call Off Contract.

- 4.10. The Authority will provide Contractors on the MWDPS and Potential Contractors in the market with six (6) months' notice if and when the Authority decides to close the MWDPS before the advertised end date. Ending the MWDPS will not affect any Call Off Contracts already entered into.

Selection Response Validity period

- 4.11. **It is important for Contractors to be aware that** it is their responsibility to ensure that information submitted remains current and accurately reflects a Contractor's circumstances, e.g. elements like financial stability, insurances and accreditations, in order to maintain an Approved status and therefore be available for selection for a Call Off opportunity. Contractors will lose their Approved status when key accreditations or policies expire and will only be able to regain an Approved status when the information is updated.
- 4.12. If a Contractor changes information when resubmitting their Selection Response, in part or in full, the Selection Response will be re-evaluated, in part or in full as applicable, using the same methodology as previously stated.
- 4.13. Where the Authority makes changes to the MWDPS that require confirmation by Contractors, then the Authority may require Contractors to resubmit their Selection Response, in part or in full, to ensure up to date acceptance of the terms applicable to the MWDPS.

Indicative Procurement Timetable to Establish the MWDPS

- 4.14. The following procurement timetable provides an indicative timeline for the Initial Selection Stage. The Authority reserves the right to amend the timetable at any time at its sole discretion. Additional information can be found in the MWDPS ITP Part B:-

Key Actions	Date
Issue Contract Notice	10 th September 2021
Clarification questions deadline (Initial round)	9am, Tuesday 5 th October 2021
Deadline for initial Selection Stage	5pm, Monday 11 th October 2021
Initial evaluations completed	25 th October 2021
DPS commencement and Ongoing Selection	26 th October 2021

5. WORKS CATEGORIES AND GEOGRAPHICAL LOCATIONS

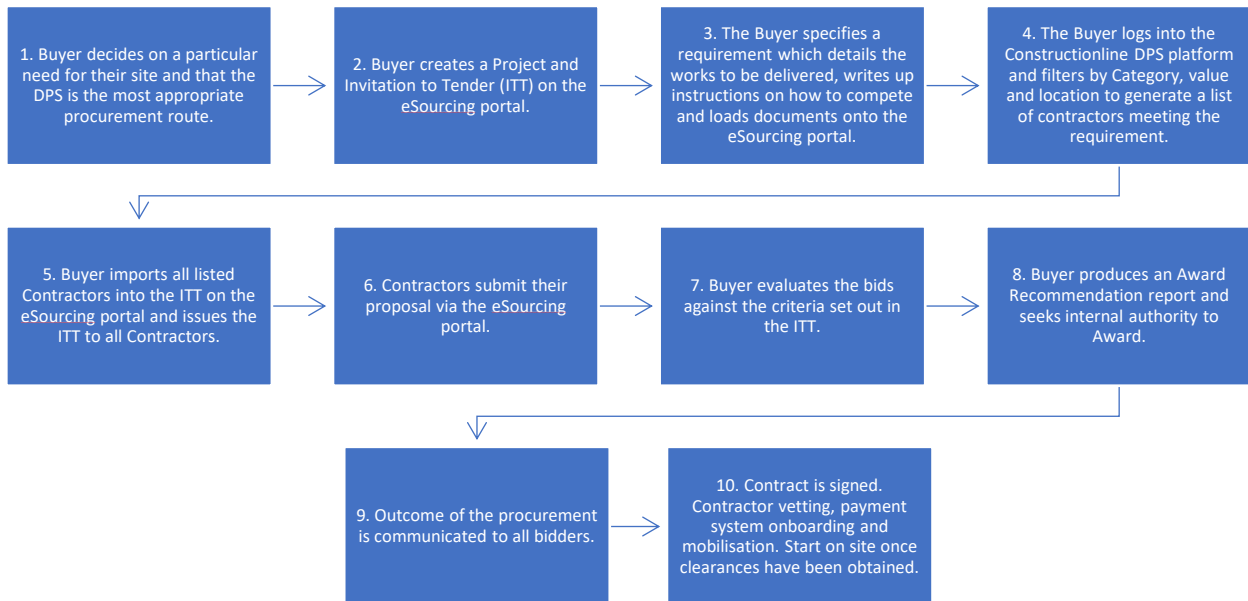
- 5.1. The Authority intends to appoint Contractors to the MWDPS using Work Categories. There are five (5) high level Lots which are broken down into specialist Categories, as set out in Annex B to this document, except Lot 5 which is a multidisciplinary Lot broken down into value bands or type of multidisciplinary works. Potential Contractors are required to choose which Category or Categories as they deem appropriate.
- 5.2. The geographical location of prison establishments has been set out in Annex C. When completing the Constructionline profile, Potential Contractors will be required to identify their general areas of operation. This does not commit a Contractor to bid when notified of an opportunity. Contractors will be able to make a judgement on whether to take part in each Call Off Competition.

- 5.3. Potential Contractors' Selection of Categories will be noted independently from the other sections of the Selection Response and from each other. Potential Contractors can qualify in all, some or none of the Works Categories they apply for under the MWDPS. Geographical locations are not evaluated.
- 5.4. If a Contractor wishes to apply for an additional Works Category or update their areas of operation, once they have been admitted to the MWDPS, they do not need to submit an entirely new MWDPS Selection Response. They will only need to update their Constructionline profile and select the additional Category or location of operation. In the case of a new Category, this will be evaluated before a Contractor can bid for Call Offs in that Category.
- 5.5. When running a Call Off Competition, Buyers will specify under which of the five (5) Lots and Category the Call Off Competition is being run. Contractors will only be invited to tender for opportunities under the Category or Categories that they are verified for. Single Call Off Competitions can be run for one, some or all establishments / sites.
- 5.6. Where a Buyer identifies a requirement, which includes elements which fall into more than one Lot, i.e. Lots 1 - 4, and the Buyer elects not to purchase through the Multidisciplinary Lot (Lot 5) then the Works Category into which the majority of the requirements falls (as determined solely by the Buyer) shall define the Works Category to be used and advertised. Note: Applications to join the MWDPS are made at Category level.

6. OVERVIEW OF MWDPS CALL OFF COMPETITION PROCESS

- 6.1. This section provides an overview of the MWDPS Call Off Competition Process. The process is described in more detail in Schedule C2 (Call Off Procedure and Award Criteria) of Part C to this ITP. Further detail will also be included in the Call Off ITT documentation.
- 6.2. Call Off Contracts will be awarded following a Call Off Competition process. The Call Off Competition will be managed and delivered by the relevant Buyer, whether this be MoJ or GFSL, and will include:
 - a) Development of an Establishment / site level Scope of Works and pricing document, including detailed requirements for the Establishment / site which will be outlined in the tender documentation (for example: Schedules C3, a Contract Data Form and its appendices);
 - b) A process in which Call Off Tenders are requested from each Contractor for the relevant Category (Schedule C2 "Call Off Procedure and Award Criteria") for those specified Works;
 - c) No obligation on Contractors to bid in these Call Off Competitions; and
 - d) Evaluation of the Call Off Tenders and selection of the successful Contractor.
- 6.3. Contractors will only be invited to Call Off Competitions for Works Categories they have been successful in and entered into the MWDPS Agreement.

- 6.4. Any requirement below £1m and identified as suitable may be competed for through the MWDPS. The diagram below shows the high-level actions at the Call Off Competition stage.



- 6.5. For the avoidance of doubt:

- a) only the Authority or GSFL can execute contracts with Contractors through the MWDPS;
- b) only the Authority or GSFL can vary contracts let through the MWDPS; and
- c) Buyers cannot execute contracts with Contractors nor vary or terminate existing contracts with Contractors without permission from the Authority or GSFL.

- 6.6. If a Call Off Competition is for a Call Off Contract value above £100k (or under, where the Buyer has particular concerns to ensure delivery of the Works), the Buyer may obtain, a credit rating report from a leading credit rating agency to ensure that the Contractor has the relevant financial standing to support high value contracts.
- 6.7. If a Contractor's credit rating report is deemed by the Authority (at its absolute discretion) to generate a cause for concern in respect of financial standing to deliver the requirement being tendered, then the Authority will undertake further investigations and may exclude that Contractor from the Tender process. If a report is not available Contractors will be requested to provide additional information to allow the Authority to validate the Contractor's financial standing.
- 6.8. If a Call Off Competition is for a Call Off Contract value of above £500k (or under where the Buyer has particular significant concerns to ensure delivery of the Works), the Buyer may request financial statements from all Contractors who tender to conduct a more detailed financial standing test. Evaluation of an organisations financial statements will take into consideration the expected Call Off value, the Contractors turnover, profit and loss, liquidity, assets and liabilities, and cash flow.

- 6.9. Call Off Contracts may be evaluated using Price only or both Quality and Price to form a Final Evaluation Score. Where the Buyer chooses to test both Price and Quality in a Call Off Competition it may choose at its discretion the split of the Final Evaluation Score provided its chosen weightings are between 0-60% for the Quality Score and 40-100% for the Price Score. The relative weightings for the Quality and Price will be notified in the procurement documents at each Call Off Competition.
- 6.10. Call Off Contracts will be managed by Buyers with support from the Authority or GFSL Commercial teams. The duration of the Call Off Contract will vary depending on the scale of the works being performed.
- 6.11. Contractors must be ready to commence Works by the date identified by the Buyer, subject to security vetting being completed.
- 6.12. Contractors will be required to collaborate and interface with third party Contractors as directed by the Buyer and identified in the Contract Data Form or related Appendices.

7. SELECTION STAGE AND CALL OFF TENDER INFORMATION

Information provided by the Authority or GFSL

- 7.1. This ITP and any subsequent Call Off Competition documentation is made available in good faith. However, Potential Contractors and Contractors must satisfy themselves as to the accuracy of information provided by the Authority, GSFL and Buyers.
- 7.2. No warranty is given as to the accuracy or completeness of the information contained in this ITP, the Constructionline platform and its DPS function or the subsequent Call Off documents (on the MoJ / GFSL eSourcing portals) and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Authority / Buyers and their advisors, provided that nothing in this document seeks to exclude or limit the liability of any person for fraud or fraudulent misrepresentation.
- 7.3. The Buyer will provide a scope of works, pricing document and site information (for example in the form of an NEC4 Contract Data Form and related Appendices) detailing the requirements to assist Contractors in preparing their Call Off Tender response via the respective eSourcing Portals, which can be located at
 - 7.3.1. MoJ - <https://ministryofjusticecommercial.bravosolution.co.uk>.
 - 7.3.2. GFSL - <https://www.delta-esourcing.com>
- 7.4. Contractors should be aware that all Call Off Competition documentation provided by Buyers of the Authority / GFSL is provided on the basis that they are confidential, shall remain the property of the Authority / GFSL and must be treated as such.
- 7.5. **Documentation must be returned or destroyed where a Contractor is not in the process of responding to a Call Off Competition or on demand when a contract is completed. Contractors must not retain any electronic or hard copies.**

Clarifications

- 7.6. Clarification questions submitted prior to the clarification deadline during the Initial Selection Stage will be answered prior to the end of the Initial Selection Stage.
- 7.7. Due to the MWDPS having an ongoing selection stage, there is no deadline for the submission of questions and the Authority, with the assistance of Constructionline, may answer clarification questions concerning the selection process at any time. Should a Potential Contractor have a query about any aspect of the Selection Stage, where the query relates to the
 - a) documentation - please contact CCMD-MWDPS@Justice.gov.uk or;
 - b) Constructionline platform and the information required to complete a profile please email buyerservices.constructionline@constructionline.co.uk,
- 7.8. The Authority will gather clarifications answered during the term of the MWDPS into one collective Questions & Answers paper to provide guidance to Potential Contractors seeking to join the MWDPS (see Annex D to this document). The Authority may update this paper from time to time to capture additional questions and responses provided to Potential Contractors.
- 7.9. Potential Contractors should be aware that clarification questions relating to Agreement or Contract changes will not be considered or responded to. Potential Contractors must accept the MWDPS Agreement as presented in order to become a Contractor on the MWDPS.
- 7.10. If a question is deemed by a Potential Contractor or Contractor to be commercially confidential, then the Potential Contractor or Contractor should indicate that they believe this is the case. The Authority / Buyer will consider this and, if in agreement, will exercise due discretion in handling the question and limiting the circulation of the answer(s) to just the Potential Contractor or Contractor who submitted it.
- 7.11. Responses which are not deemed to be commercially confidential will be considered by the Authority to be of significance to all Potential Contractors. All questions and answers will be anonymised and made available to all Potential Contractors or Contractors (as applicable) via the Constructionline DPS platform, where related to joining the MWDPS, or via the eSourcing portal, where related to a specific Call Off opportunity.
- 7.12. The deadlines for the submission of individual Call Off competition clarification questions will be detailed in the call off documentation.
- 7.13. During Call Off Competitions, the Buyer will respond via the MoJ / GFSL sourcing Portals unless an alternative response is considered to be appropriate by the Buyer in circumstances, such as where technical issues with Jaggaer / Delta prevent communications and it is essential that information must be issued using secure password protected emails etc.
- 7.14. Potential Contractor / Contractor(s) are reminded that it is their sole responsibility to ensure that their contact details for the Constructionline platform and the Sourcing Portals are kept up to date and that the Constructionline platform / Sourcing Portals are monitored throughout the duration of this tender process and subsequent Call Off Competitions.

7.15. Potential Contractor / Contractor(s) should note that during the procurement process and subsequent Call Off Competitions, they or their advisors, should not contact the Authority, any of its employees (including Buyers), advisors or any third parties connected to the Authority other than through the Constructionline platform / Sourcing Portals as instructed above.

7.16. For technical assistance in relation to the:-

7.16.1. MoJ Sourcing Portal - Jaggaer, Bidders should contact the helpdesk by telephone on 0845 010 0132.

7.16.2. GFSL Sourcing Portal - Delta, Bidders should contact the helpdesk by telephone on 0800 923 9236

8. ADMINISTRATION OF THE APPLICATION PROCESS, SUBMISSION, MODIFICATION AND WITHDRAWAL OF SELECTION AND CALL OFF TENDER RESPONSES

8.1. Further details on responding to Call Off Competitions on the MoJ Sourcing Portal can be found Part D of this ITP (Contractor Guidelines Jaggaer Sourcing Portal).

8.2. Part B to this ITP sets out the requirements for submission of Selection Responses. Schedule C2 of Part C explains the Call Off Competition tender process. Modification and withdrawal of submissions must be in accordance with this section 8.

8.3. Potential Contractors / Contractor may modify a MWDPS Selection Response at any time using the Constructionline platform. Should a Contractor wish to withdraw from the MWDPS altogether, an email shall be sent to the CCMD-MWDPS@justice.gov.uk email address stating the request. Should Contractor also wish to withdraw their Constructionline membership, contact Constructionline via the online 'Existing membership support' page.

8.4. Any Contractor wishing to modify or withdraw its Call Off Tender Response may do so at any time prior to the submission deadline using the MoJ / GFSL Sourcing Portal as applicable.

8.5. No Call Off Tender may be modified after the deadline for responses as set out in the relevant procurement timetable. However, a Call Off Tender may be withdrawn.

8.6. It is the Potential Contractors' / Contractors' responsibility to contact Constructionline, the MoJ or GFSL sourcing portal helpdesk to resolve any problems with the electronic submission of a Selection Response or Call Off Tender.

9. MINOR WORKS DYNAMIC PURCHASING SYSTEM CONTRACT REQUIREMENTS

- 9.1. The MWDPS Agreement (Part C to this ITP) is the contract that the Authority will use for the MWDPS.
- 9.2. The MWDPS Agreement is consolidated and there are two aspects to the contract that will apply to the MWDPS:
 - 9.2.1. The MWDPS Agreement element, which governs the overarching relationship between the Contractor and the Authority, setting out the Core Terms and the Schedules C1 and C2 (Definitions and Call Off Procedure). Contractors agree to be party to the MWDPS by signing the Signatory Sheet.
 - 9.2.2. A Call Off element which will be awarded for specific Works. These will be awarded to Contractors who are successful in relation to Call Off Competitions that are run under the MWDPS Agreement. Contractors who are awarded a Call Off Contract will be obliged to deliver the works that are described in the requirements.
- 9.3. A Call Off Contract will be issued using the NEC4 suite of contracts:-
 - 9.3.1. Project Work - Engineering and Construction Short Contract.
 - 9.3.2. Maintenance Services – Term Services Contract
- 9.4. Consideration is also being given to a bespoke set of terms and conditions for straightforward or very low value work. The Authority reserves the right to amend or add to the set of terms and conditions used for Call Off Competition purposes.
- 9.5. The Call Off Competition information to be provided will be:-
 - 9.5.1. an invitation to tender – setting out the instructions and how the tender will be evaluated,
 - 9.5.2. the terms and conditions to be used,
 - 9.5.3. the Contract Data Form (see Schedules C3) and its associated Appendices for NEC4 contracts, or specification under an alternative contract form.
- 9.6. Contractors must not mark up the MWDPS Agreement as part of their MWDPS application or any subsequent Call Off Tender, and no amendments to the MWDPS Agreement by Potential Contractors will be permitted. Contractors are not permitted to submit their own terms and conditions, whether standard or otherwise.
- 9.7. The Authority reserves the right to change, alter or update the MWDPS Agreement terms and conditions at any time for any reason. Where changes are made to the MWDPS Agreement, the Authority will publish the changes to Potential Contractors and Contractors in a timely manner. Changes made to the overall MWDPS Agreement will not affect currently signed contracts unless explicitly varied by the Authority.

- 9.8. Acceptance of the terms of the MWDPS Agreement, as presented by the Authority with this ITP will be considered on a pass/fail basis (see Part B). For the avoidance of doubt, the MWDPS Agreement must be acknowledged and accepted by signing the Signatory Sheet (see part C), as presented by the Authority for Contractors to participate.
- 9.9. Any requests to join the MWDPS, and MWDPS Call Off Tenders, are bound by the terms of this ITP and the MWDPS Agreement without further negotiation or amendment. Variant bids will not be accepted.

10. IMPORTANT NOTICES TO POTENTIAL CONTRACTORS AND CONTRACTORS

10.1. Potential Contractors and Contractors are to note the following:

- 10.1.1. All references in the ITP to the Authority include, where appropriate and unless the context otherwise requires, references to the Authority's successor(s).
- 10.1.2. This ITP and the information in it have been prepared to assist interested parties in deciding whether or not to submit a Selection Response or Call Off Tender in relation to the procurement. It does not purport to be all inclusive or to contain all of the information that a Potential Contractor may require, and the Authority makes no express or implied warranty as to the accuracy, reasonableness or completeness of the information. Potential Contractors shall carry out their own investigations and enquiries as to the Authority's requirements beforehand. The subject matter of the ITP shall only have any contractual effect when it is incorporated into the expressed terms of an executed contract.
- 10.2. Any descriptions of existing and proposed contractual arrangements are of a general nature only. Where the information describes any contractual arrangements, which are not yet in force, those arrangements are subject to change. Any reference to an Agreement / contract or other document is qualified in full by reference to the entire terms of the contract or document to which reference is made.
- 10.3. The issue of the ITP in no way commits the Authority or any Buyer to award a MWDPS Agreement to any person or party. The Authority reserves the right to terminate the competition, to award a contract without prior notice, to change the basis, the procedures and the timescales set out or referred to in the ITP, or to reject any or all Selection Responses or Call Off Tenders at any time. Nothing in this ITP should be interpreted as a commitment by the Authority or any Buyer to award a Contract to any Potential Contractor.
- 10.4. The ITP is subject to Crown copyright, which is reusable under the Open Government Licence. Information clearly marked/referenced as confidential or sensitive shall be subject to copyright restrictions. Such information and any other information supplied in connection with it, may not, except with the prior written consent of the Authority, be published, reproduced, copied, distributed or disclosed to any person nor used for any purpose other than consideration by each Bidder of whether or not to submit a Selection Response. Copies of this such information must be returned to the Authority on demand.

- 10.5. The Authority reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and information contained in this ITP, withdraw the ITP at any time, or re-invite tenders on the same or alternative basis, as it shall in its absolute discretion think fit. In particular as the MWDPS becomes more established, the Authority is likely to update this ITP to take account of any clarifications that are issued to Contractors from time to time.
- 10.6. The Authority reserves the right to make whichever changes it sees fit to the structure or content of the MWDPS Procurement(s), and changes to associated timetables, for any reason. In so far as it is compatible with any relevant legislation, the Authority reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of a Call Off, or reject any or all bids. In no circumstance will the Authority / GFSL incur any liability in respect of this foregoing.
- 10.7. The Authority and/or the Buyer(s) will not be responsible for the costs, expenses, work or effort incurred by any Potential Contractors participating in the MWDPS Procurement(s) (including the evaluation of the work opportunity, the award, or any proposal for the award of the Contract or completion of the associated contractual agreements), including if the MWDPS Procurement(s) is terminated or amended by the Authority.
- 10.8. The Authority reserves the right to revise the procurement process and documentation at any time throughout the life of the MWDPS and will re-issue updated documentation via the Constructionline platform.
- 10.9. Potential Contractors are not permitted to undertake any publicity activities during the MWDPS Procurement. Any publicity after appointment to the MWDPS, can only be carried out with the prior written approval of the Authority and such approval will be solely at the Authority's discretion.
- 10.10. Contractors are not permitted to undertake any publicity activities during any Call Off Competition. Any publicity after being awarded a Call Off Contract let through the MWDPS can only be carried out with the prior written approval of the Authority or GFSL and such approval will be solely at the Authority's / GFSL's discretion.

11. GENERAL INFORMATION FOR BIDDERS

- 11.1. The Authority regards the MWDPS as developing over time and in doing so, the Authority wants to allow Contractors to keep their profiles and Category offers updated.

Transfer of Undertakings (Protection of Employment) Regulations

- 11.2. The attention of Potential Contractors / Contractors is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (TUPE).
- 11.3. It is not anticipated that TUPE will apply. For planned maintenance contracts, whether or not TUPE applies will need to be determined on a case by case basis at the Call Off stage and notified to the bidding Contractors in the Invitation to Tender.
- 11.4. Please also note that should TUPE be thought to be applicable, a document stating the employees in scope will be provided.

Sharing information with Government

- 11.5. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement – including ensuring value for money and related aspects of good procurement practice.
- 11.6. For these purposes, the Authority may disclose within Government and with the Buyers any of the Potential Contractors' and Contractors' documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Potential Contractor or Contractor to the Authority during this Procurement. This information will not be disclosed outside Government. Potential Contractors and Contractors taking part in this competition consent to these terms as part of the competition process.
- 11.7. Potential Contractors and Contractors taking part in this competition consent to the Authority disclosing the Potential Contractor' or Contractors' information/documentation (submitted to Constructionline during this ITP Procedure) or any information/documentation (submitted to the Authority or Buyers during further competition) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

English Language

- 11.8. English shall be the official language for all means of communication between Bidders and the Authority / Constructionline on all matters relating to this ITP.

Freedom of Information Act 2000 and Environmental Information Regulations 2004

- 11.9. As a public body, the Authority/GFSL is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
- 11.10. Potential Contractors and Contractors should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contracts, including the contract values and the identities of its Contractors, on its website without consulting the provider of that information.
- 11.11. The Authority shall treat all Potential Contractors' and Contractors' responses as confidential pertaining to the MWDPS procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.
- 11.12. All Potential Contractors and Contractors must, as part of this procurement process, identify to the Authority information which they submit, whether on their own behalf or, in the case of a Consortium, on behalf of others, which they regard as being potentially exempt from disclosure by the Authority under the FOIA or Environmental

Information Regulations 2004 (EIR). Such identification may be either specific or by class. Potential Contractors and Contractors must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. Potential Contractors and Contractors should also indicate whether they consider that the potential exemption from disclosure applies within their initial Selection Response or Tender Responses.

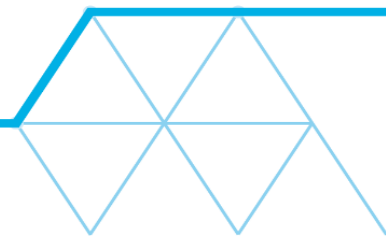
- 11.13. Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle the Authority will seek to prevent or restrict the scope of confidentiality obligations sought to be imposed upon it other than in accordance with the regulations. As such the Authority reserves the right not to accept, in whole or in part, receipt of any information marked as confidential or sensitive or to require further explanation of the reasons why the Potential Contractors or Contractors consider confidentiality obligations to be appropriate in a particular case.
- 11.14. Where a Potential Contractor or Contractor has indicated that information should be exempted from disclosure, the Authority/GFSL may disclose this information following its own consideration of the situation. The Authority/GFSL may, at its absolute discretion, consult with the Potential Contractors and Contractors before making a decision on a request for information. The interpretation of the Authority in relation to any such exemption shall be final.

Conflicts of Interest and Corruption

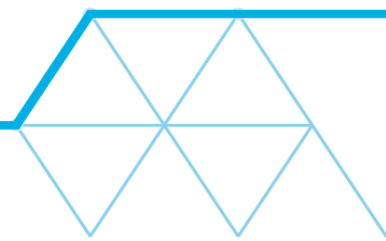
- 11.15. Potential Contractors and Contractors are responsible for ensuring that there are no conflicts of interest between them, their advisers, the members of their Consortium and their subcontractors on the one hand, and the Authority/GFSL and their advisers on the other.
- 11.16. Potential Contractors and Contractors must notify the Authority of any conflict of interest as soon as reasonably practicable after they become aware of such a conflict. Any Potential Contractors and Contractors who fail to comply with this requirement may be disqualified from the procurement at the discretion of the Authority/GFSL.
- 11.17. The Authority/GFSL reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority/GFSL and any criminal liability which such conduct may attract) any organisation who, in connection with this ITP or any Further Competition:
- a) offers any inducement, fee or reward to any employee of the Authority / GFSL or any person acting as an adviser for the Authority / GSFL in connection with this ITP;
 - b) does anything which would constitute a relevant breach of the Bribery Act 2010;
 - c) canvasses any employee of the Authority/GFSL in connection with this ITP; or contacts any employee of the Authority/GFSL prior to contract signature about any aspect of this ITP in a manner not permitted by this ITP (including without limitation contact for the purposes of discussing the procurement and/or the possibility of their future employment or engagement by the Authority or any Trust).

Annex A – Definitions and Interpretation of Terms

Term or Abbreviation	Definition
Authority	The Secretary of State for Justice
Bidder	A Contractor that response to a Call Off Competition.
Buyer	The relevant purchaser identified as such in the Contract Data Form
Call Off Competition	The process where the Buyer (on behalf of the Authority/GFSL) awards a Call Off Contract. This involves the issue of the Call Off - Invitation to Tender setting out requirements and evaluation methodology, Call Off Tenders by Potential Contractors and the award of a Call Off Contract
Call Off Contract	The contract between the Buyer and the Contractor (entered into pursuant to the provisions of the MWDPS Contract), which consists of the terms set out in the NEC4 Engineering and Construction Short Contract and referred to in the Contract Data Form
Call Off Tender	The tender submitted by the Contractor in response to the Buyer's Contract Data Form following a Further Competition Procedure
Category	The work areas under which a Contractor may make an application to join the DPS
Consortium	Means groups of legal entities that have formed an association for the purpose of transacting business
Constructionline	The 3 rd party company partnered with the Authority to host and manage the Dynamic Purchasing System platform as well as assess the Selection Responses from Potential Contractors.
Contractor	An economic operator which has been admitted to and is able to undertake works under, the MWDPS.
Establishment	A place operated by a Buyer at which Works are to be performed (state in the Contract Data Form)
Evaluation Framework	Means the methodology set out in Part C Evaluation Framework of this ITP
Final Evaluation Score	Means the total of the Total Quality Score and the Price Score
Further Competition Procedure	The further competition procedure described in Part A, Part B and Schedule C2 (Call Off Procedure and Award Criteria)
Geographical Location	Means the locations of the Establishments
GFSL	Gov Facility Services Limited, a Ministry of Justice wholly owned company contracted to deliver maintenance services and project work in prison establishments.
GFSL Sourcing Portal	Means the electronic procurement portal for this tender process called <i>Delta</i> that is accessed at: https://www.delta-esourcing.com
Initial Selection Stage	The first thirty days from when the MWDPS is opened by issuing the Contract Notice and allowing for Selection Responses to begin
ITP	means these Invitation to Participation Documents comprising Parts A, B, C and D
Lot	The high level grouping of Work Categories
MoJ Sourcing Portal	Means the electronic procurement portal for this tender process called <i>Jaggaer</i> that is accessed at: https://ministryofjusticecommercial.bravosolution.co.uk/web/login.html
MWDPS	means the Minor Works Dynamic Purchasing System, to be established pursuant to this ITP.

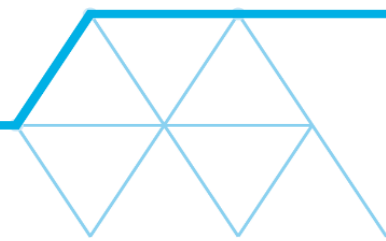


MWDPS Agreement	The Part C overarching terms and conditions between the Authority and the Contractor
Ongoing Selection Stage	The continuous Selection Stage that applies once the MWDPS has been established after the Initial Selection Stage, where Potential Contractors can submit a Selection Response to join the MWDPS at any time.
PAS91	The standardised pre-qualification questionnaire testing a common minimum standard for construction procurement
Potential Contractor	Any person or organisation responding or, where the context requires, potentially responding to the ITP for the MWDPS.
Price Score	means the available score between 40 and 100 percent.
Quality Score	the total score from any combination of the potential quality questions as described in C2 of Part B.
Scope of Works	Description of the works to be delivered under the NEC4 Engineering and Construction Short Contract
Selection Criteria	The criteria you must pass to be admitted onto the MWDPS
Selection Response	The completed and submitted response made by Potential Contractors
Selection Stage	The stage of the MWDPS process whereby Potential Contractors apply to join the MWDPS. It is split into the Initial Selection Stage and the Ongoing Selection Stage.
Self-Cleaning Response	The opportunity for a Potential Contractor to provide additional support information/explanation that can be taken into account against a response that would otherwise cause the Potential Contractor to fail the Selection Criteria.
Signatory Sheet	The document signed by Contractors signifying acceptance of the MWDPS terms and conditions
Sourcing Portal	Means the electronic procurement portal for this tender process.
Work Category	the specific areas of Works, of which there are five, Building Structure & Groundwork, Electrical Engineering Mechanical Engineering, Demolition and Multidisciplinary.
Working Days	any day other than a Saturday or Sunday or public holiday in England and Wales



Annex B: Contractors register under the MWDPS Work Categories

Number	Work Category
Lot 1	Building Structure and Groundworks
Categories which include, but is not limited to:	<ul style="list-style-type: none"> • Asbestos removal • Building/building fabric; • Brickwork; • Flooring; • Fire protection / safety remedial work (passive); • Fencing and gates; • Glazing; • Health facility refurbishment; • Landscaping/grounds maintenance; • Painting and decorating; • Plastering; • Road maintenance; • Roofing; • Scaffolding; • Sustainability measures – e.g. Insulation.
Lot 2	Mechanical Engineering incl. HVAC
Categories which include, but is not limited to:	<ul style="list-style-type: none"> • Air handling units; • Boilers, heaters and associated plant; • Catering plant and equipment – mechanical; • Hydraulic gates; • Laundry equipment maintenance • Lifts; • Refrigeration • Sustainability measures – e.g. ground source heat pumps; • Ventilation and extraction; • Water systems – servicing, water risk assessment and legionella management.
Lot 3	Electrical Engineering incl. Security
Categories which include, but is not limited to:	<ul style="list-style-type: none"> • Catering plant and equipment – electrical; • Electrical installation and maintenance services; • Emergency lighting and power; • Fire safety systems; • Pedestrian Lanes • Security, access control, intruder and CCTV systems; • Sustainability measures – e.g. PV cells.
Lot 4	Demolition Work
Categories which include, but is not limited to:	<ul style="list-style-type: none"> • All demolition work, including termination of Statutory Service (gas/electric/water); • Skip hire
Lot 5	Multidisciplinary Construction Work
Categories	<ul style="list-style-type: none"> • Building Repairs & Improvements (under £15k) • Building Refurbishment (over £15k) • Building General • Building Design and Construct



Annex C: Prison Establishment Geographical Locations

The below tables set out the geographical locations of the prison establishments, at the time of writing, that are located within each area. Where new Establishments come into scope during the term of MWDPS then they may be added to the relevant geographical location.

North		Prison group region
		PMG region
PGD - Yorkshire & Humber	PGD - Tee's & Wear	
PMG- Yorskhire & Humber	PMG - North East	
Hatfield	Deerbolt	
Hull	Durham	
Humber	Forest House	
Leeds	Holme House	
Lindholme	Kirklevington Grange	
Moorland		
Wealstun		
Lancashire & Cumbria	Manchester, Mersey & Cheshire	
PMG - North West	PMG - North West	
Haverigg	Buckley Hall	
Kirkham	Hindley	
Lancaster Farms	Liverpool	
Preston	Risley	
Wymott	Thorn Cross	
North Midlands	East Midlands	
PMG - East Midlands	PMG - East Midlands	
Nottingham	Leicester	
Ranby	Lincoln	
Stocken	Morton Hall	
	North Sea Camp	
	Onley	
	Sudbury	
	Whatton	
Wales	YCS Group	
PMG - Wales	PMG - Youth Custody Service	
Berwyn	Cookham Wood	
Cardiff	Feltham	
Prescoed	Werringham	
Swansea	Wetherby	
Usk		

LTHSE North
PMG - High Security North
Frankland
Full Sutton
Garth
Gartree
Long Lartin
Manchester
Wakefield

West Midlands
PMG - West Midlands
Birmingham
Brinsford
Featherstone
Hewell
Stafford
Stokeheath
Swinfen Hall

South

East of England
PMG - East of England
Bedford
Bure
Chelmsford
Highpoint
Hollesley Bay
Littlehey
Norwich
Sterling House
The Mount
Warren Hill
Wayland

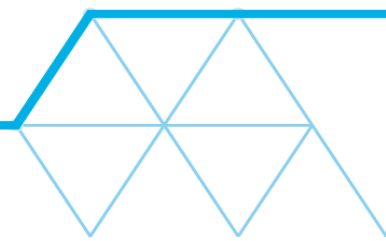
Greater London
PMG - Greater London
Brixton
Highdown
Isis
Pentonville
Wandsworth
Wormwood Scrubs

South Central
PMG - South Central
Bullingdon
Earlstoke
Grendon
Springill
Huntercombe
Winchester

Kent & Sussex
PMG - Kent & Sussex
Coldingley
Elmley
Ford
Lewes
Maidstone
Rochester
Standford Hill

Devon & North Dorset
PMG - South West
Channings Wood
Dartmoor
Exeter
Guys Marsh

Avon & South Dorset
PMG - South West
Bristol
Leyhill
Portland
The Verne

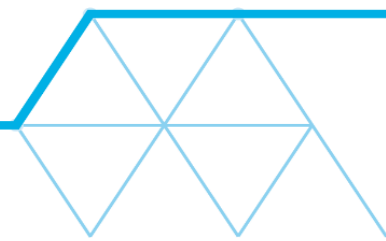


LTHSE South	Womens Group	
PMG - High Security South	Askham Grange	Yorksire & Humber
Albany	Downview	Kent & Sussex
Aylesbury	Drakehall	West Midlands
Belmarsh	East Sutton Park	Kent & Sussex
Isle of White	Eastwood Park	South West
Swaleside	Foston Hall	East Midlands
Whitemoor	Low Newton	North East Yorksire & Humber Kent & Sussex North West
WoodHill	Newhall	
	Send	
	Styal	

Courts, Tribunals and Headquarters

There Court Tribunal and Headquarter locations have not been explicitly set out in the Annex. Should works be required to any such location and the DPS deemed the most suitable route to market, the location will be set out as part of the Works requirements.

PMG = Prison Management Group. The team within the MoJ responsible for overseeing the maintenance and project work contract management.



Annex D – Supporting Information

The documents listed below have been developed to provide additional information for Potential Contractors and are available on the Constructionline DPS platform.

Reference Document (in addition to Schedules)	Version	Action required by Bidder
Frequently Asked Questions and Answers	1.0	Information only
Constructionline Gold Standard Checklist	2.0	Information only
Security Vetting Overview	1.0	Information only
Security Strategies pack (Directory + Forward and 19 strategy documents)	1.0	Information only