

# Invitation to participate

## Dynamic Purchasing System For

## Sustainable and Ethically sourced Works/Construction projects

(Including professional services), delivering decarbonisation, energy efficiency, estate management, biodiversity, and social value in local communities

### Instructions to bidders

#### Version Control

Version	Description	Date Issued
V1	Original Version	29/11/2022

## OVERVIEW

ITEM	DETAILS
Title	Dynamic Purchasing System (DPS) for Sustainable and Ethically sourced Works/Construction projects including professional services
DPS reference:	XXX
Contracting Authority	Bishop Wilkinson Catholic Education Trust trading as Education Commercial Services (ECS)
Contracting Body	<p>Although ECS currently has a focus within the education sector, the DPS is available for use by all Contracting Authorities throughout all administrative regions of the UK (as defined by the Public Contracts Regulations 2015)</p> <p>Including but not limited to:</p> <ul style="list-style-type: none"> <li>Government Departments and their Agencies</li> <li>Non-Departmental Public Bodies</li> <li>Central Government</li> <li>NHS Bodies,</li> <li>Local Authorities</li> <li>Emergency Services,</li> <li>Coastguard Emergency Services,</li> <li>Educational Establishments,</li> <li>Registered Social Landlords</li> <li>Registered Charities who have a need to purchase the above services.</li> </ul> <p>Please note the list is not exhaustive, if any organisation is deemed to be a Contract Authority as defined by the Public Contract regulations 2015 and within the UK, they are permitted to utilise the DPS:</p>
DPS Description:	Bishop Wilkinson Catholic Education Trust (BWCET) are seeking to establish a Dynamic Purchasing System (DPS) for the provision of Works/Construction projects (including professional services) from a wide range of suppliers to create an ethical and sustainable supply chain delivering decarbonisation, energy efficiency, estate management and social value in local communities
Quantity:	As this is a Dynamic Purchasing System, the Contracting Authority (CA) makes no guarantee that any Call-off Contracts will be placed under the DPS Agreement by any of the Contracting Bodies. Requirements and Quantities will be set out by Contracting Bodies in separate Call for Competition (Further Competition)
Call Off:	By means of a Call for Competition (Further competition) with all Suppliers admitted to the DPS in the Relevant CPV and NUTS codes capable of performing the proposed call-off contract.
Duration:	The DPS is intended to be available from 29th December 2022 (or as otherwise agreed) and will last for a period of 6 years
Clarifications:	<p>Any clarification question(s) must be submitted through the message facility on the Cimple portal:</p> <p><a href="https://app.cimple.uk/login">https://app.cimple.uk/login</a></p> <p>For support completing your DPS application, please contact <a href="mailto:ecsenquiries@ecservices.org.uk">ecsenquiries@ecservices.org.uk</a></p>
What is a DPS and how do I submit an application	<p>A DPS is a public sector sourcing tool for goods and/or services and/or works under regulation 34 (Dynamic Purchasing Systems) of the PCR 2015.</p> <p>You can apply to join at any point throughout the duration of the DPS. It's aim is to reduce unnecessary activity up front for suppliers, allowing for a more effective procurement process. The DPS must be run as a completely electronic process, therefore the DPS will be managed via the "Cimple portal"</p> <p><a href="https://app.cimple.uk/login">https://app.cimple.uk/login</a></p> <p>Applications must not be submitted via postal or email methods.</p>

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## 1. Introduction

- 1.1 Education Commercial Services (ECS) is the trading name of Bishop Wilkinson Commercial Services Ltd, a wholly owned subsidiary of Bishop Wilkinson Catholic Education Trust (BWCET) who provide specialist procurement services to the education sector.
- 1.2 ECS is delivered by Value Match Services Limited (VMS) who manage all customers, commercial and procurement activity on behalf of ECS and their customer base. Value Match Services also provide managed procurement solutions across the public and private sector.
- 1.3 Any contracts awarded under the DPS Agreement, can be managed by either ECS on the Customer's behalf or by individual Customers themselves however ECS will continue to provide overall management of all suppliers to ensure the DPS remains effective.
- 1.4 Education Commercial Services (ECS) is focused on providing high quality commercial support to the education sector. Our goal is to ensure we use the most effective and compliant route to market for the customer, taking into account their individual objectives whilst identifying savings, social value benefits and supporting the local economy and communities.

## 2. Purpose of the DPS

- 2.1 The DPS has been designed and set up to have a focus on ethical and sustainable practices across suppliers and their supply chain, and to drive social value outcomes for customers.
- 2.2 An ethical supply chain operates in a way that delivers the highest level of ethical, responsible, and sustainable operations, ensuring all workers are treated equally and fairly, legislation is followed, and that environmental and social impacts are considered across the full supply chain.
- 2.3 The DPS will admit suppliers who can demonstrate best practice in an appropriate and proportionate manner to their organisation along with their approach to their third-party relationships, and the goods, works and or/services they supply, in the following areas:
  - Diversity and Inclusion practices within their own business, including equal opportunities and a diverse approach to training, wellbeing, and recruitment within the workforce

- Approach to developing a diverse supply base.
- Best practice approaches to the elimination of modern slavery within their organisation and throughout their supply chains
- Approach to ethical supply, sustainable procurement and quality and governance across their organisation and supply chain
- Good examples of employee wellbeing initiatives embedded within their business.
- Effective environmental management plans such as approach to carbon reduction, water consumption, waste management and the circular economy
- Commitment to the Government Prompt Payment policy throughout their supply chain
- GDPR compliance
- Health and safety standards
- An understanding of how they can deliver effective social value in communities as part of going about their daily business.

**2.4** The DPS will create the following benefits across all sectors, locations and suppliers:

- support local SMEs, charities, and social enterprises by providing a platform for growth thereby supporting the local economy
- increase the creation of social value within the following themes:
  - Tackling Economic Inequality
  - Fighting Climate Change
  - Equal Opportunity
  - Wellbeing.

*(Please refer to appendix 7 and 8 of the pack for the ECS Social Value model)*
- reduce the impact on the environment, whether this be carbon, water, waste reduction and/or circular economy principles
- Delivering against the Government's prompt payment code and encouraging their suppliers and subcontractors to do the same to support local businesses
- create supplier awareness and encourage suppliers to embed new working practices in relation to ethical supply, sustainability, community and employee support throughout their supply chains

**2.5** The DPS will encourage the use of our ECS Social Value model (see Appendix 7 and 8 of the pack) in all further competitions to create social value benefits using the following themes:

Please follow this link to find out further information on the Government Social Value Model

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf)

## 2.6 Benefits of using our DPS as a procurement route:

- Simple, quick process – accessible to suppliers of all sizes seeking opportunities to provide goods and/ or services to the public sector
- Flexible – new suppliers can apply to join the DPS at any point
- Creates a market of pre-qualified suppliers that can meet best practice ethical and sustainable standards required today by customers, all of which have had the relevant due diligence carried out.
- Automated electronic process
- Choice – wide range of goods and/ or services available and access to the full public sector
- Filtering of suppliers – ensures suppliers will receive relevant notifications for opportunities enabling further competitions to be streamlined and targeted to capable suppliers
- Dynamic – customers can create bespoke specifications, competitions, and contracts
- Supports local – suppliers are able to bid locally, regionally or nationally
- Savings – drives saving through the further competition process
- Efficiencies – reduces customer and supplier costs and process cycle time
- Procurement support from ECS from specification development, managing the tender process and contract management support.

## 3. The Opportunity

3.1 When applying to the DPS, suppliers are required to indicate which categories they are applying for, in order to be invited to the relevant competitions. Customers will use the categories to shortlist appointed suppliers and invite them to further competition

3.2 The three (3) categories comprise of:

- Service Category
- Geographical Location
- Additional Capabilities

3.3 Please find the Service Filter Categories included within Appendix 1 – Construction\_Works DPSQ

3.4 The intended contract duration of the DPS for Ethically and Sustainably sourced Construction, Works & Professional Services is for **six years (72 months)** from 29<sup>th</sup> December 2022 to 28<sup>th</sup> December 2028.

3.5 Customers may enter into a contract with you for a period of their determination which will be confirmed in the further competition documentation, which may

exceed the duration of the DPS Agreement, and a customer may elect to extend their Contract initial period.

- 3.6** The flexibility of the contracting period allows the Customer to determine appropriate contracting timelines required in order that the supplier can meet the needs of the customer for large and complex projects.
- 3.7** In the event that this DPS is terminated, ECS shall give the Supplier no less than three (3) months written notice. Individual projects may continue until the contracted end date with the individual buyer following DPS termination.
- 3.8** There is no guarantee of any specific quantities of work during the period of the DPS and being awarded a place onto the DPS does not guarantee participation and/or award of specific projects following Call for Competition.
- 3.9** The Bid Pack for the DPS contains the following documents:

Document Name	Guidance
Construction_Works DPS - Invitation to Apply	For Information Only
Appendix 1 – DPSQ Ethical & Sustainable Supply	To be completed via the Cimple portal when applying to the DPS
Appendix 2 – DPS Appointment Form	For Information Only
Appendix 3 – Financial Assessment	For Information Only
Appendix 4 – Further Competition Template	For Information Only
Appendix 5 – MI Reporting Table	For Information Only
Appendix 6 – DPS Core Terms & Conditions	For review and acceptance via the Cimple portal when applying to the DPS

#### 4. How to participate?

- 4.1** We are running this competition using the 'restricted procedure'. This means anyone can apply to the DPS in response to the Find a Tender Service (FTS) contract notice.
- 4.2** All suppliers will need to register on the Cimple portal (<https://app.cimple.uk/login>) before being able to access and submit a bid for access to the DPS.
- 4.3** The application to the DPS must be completed by the organisation that will be responsible for providing the goods and/or services, if awarded a place on the DPS.
- 4.4** The application process of the DPS is split into a standard Selection Questionnaire (SQ), DPS Technical Questions, CPV Codes, Locations, Additional Capability and Terms & Conditions.

- 4.5 Please answer all questions within the Selection Questionnaire (SQ) and DPS Technical Questions as accurately as possible.
- 4.6 Please provide any attachments and evidence requested within the DPS Technical Questions.
- 4.7 If you are unsure on how to complete any part of your application, you can raise a clarification question through the Cimple portal (<https://app.cimple.uk/login>) or via the ECS Inbox [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
- 4.8 Once your application is complete and submitted, this will be reviewed and validated within 10 working days of submission.
- 4.9 We may seek clarification of any information you provide to validate and verify your responses.
- 4.10 If your organisation does not meet all the required criteria and checks, feedback will be provided. We can provide support and services that will help you to meet the standards and you may then resubmit your application to the DPS at any point.
- 4.11 If your organisation successfully meets all the required criteria and checks, then you will be awarded a place on the DPS for Sustainable and Ethically sourced Works/Construction projects (including professional services) delivering decarbonisation, energy efficiency, estate management and social value in local communities and will be required to sign the DPS Appointment Form (Appendix 2)
- 4.12 For support completing your DPS application, please contact [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
- 4.13 DPS Timescales:

Submission of the FTS Contract Notice	29 <sup>th</sup> November 2022
Start Date – open to Suppliers to submit application to DPS	29 <sup>th</sup> November 2022
DPS Open to Customers to run further competitions	29 <sup>th</sup> December 2022
DPS Closes	28 <sup>th</sup> December 2028

## 5. Process of Evaluation and Assessment

### 5.1 Selection Questionnaire

5.1.1 We may reject your bid or exclude you from the competition at the selection stage for any of the following reasons, if you:



- Select 'Yes' in response to any of the grounds for mandatory and discretionary exclusion and do not provide sufficient evidence of self-cleaning that remedial action has taken place
- Confirm that the Modern Slavery Act applies to your organisation and do not provide evidence of your compliance with that act
- Are unable to provide an appropriate and proportionate approach to the ethical and sustainable questions within the DPS technical question set
- Do not confirm that you have Employer's (Compulsory) Liability Insurance of £5,000,000 minimum
- Do not confirm that you have Public Liability Insurance of £2,000,000 minimum
- Do not confirm that you have Product Liability Insurance of £5,000,000 minimum
- Do not confirm that you have Professional Indemnity Insurance of £1,000,000 minimum.

5.1.2 We will tell you via the Cimple portal (<https://app.cimple.uk/login>) if you have failed any of the questions and provide feedback on the areas you have failed.

5.1.3 For support completing your application, please contact [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)

## 5.2 DPS Technical Questions

5.2.1 The DPS technical questions will assess your organisation's approach and commitment to various ethical and sustainable principles and policies, this assessment and evaluation will be appropriate and proportionate to the size of your organisation.

5.2.2 The criterion for the technical questions is based on a Pass or Fail basis in most cases (some are for information only), where there is a question that requires evaluation, it will be assessed using the following methodology:

- **Fail:** no approach outlined, or the response outlined does not demonstrate an appropriate and/or proportionate approach to the subject matter
- **Pass:** the response outlined demonstrates an appropriate and proportionate approach to the subject matter

The award criteria are outlined against each question in the DPS

## 5.3 Financial Assessment

5.3.1 We will undertake an assessment of your economic and financial standing as part of your accreditation to the DPS. This assessment will be undertaken by Credit Safe.

**5.3.2** If you indicate as part of the standard SQ that a financial guarantor will be provided, as you do not initially meet the required credit reference agency score as described in paragraph 5.3.5 below, we will perform an assessment of the proposed financial guarantor's economic and financial standing.

**5.3.3** If you indicate as part of the SQ that you are the lead contact for a group of economic operators, the economic and financial standing assessment will be performed on the lead contact information provided.

**5.3.4** The report provided by the credit reference agency (Credit Safe) will be used to determine the level of financial risk you represent.

**5.3.5** If a score provided by the credit agency is 50 or more, then this will be deemed acceptable and your application will continue to proceed in the DPS application process, however ECS reserve the right to carry out further financial checks on potential supplier's accounts.

**5.3.6** If any of the following circumstances arise:

- a) the score provided by the credit reference agency is less than 50 and/or
- b) no standard credit reference agency score is available for your organisation and/or
- c) do not have a financial guarantor that can be used

**5.3.7** Then we will carry out further financial checks on the potential suppliers account documents to ascertain the current financial position and in the event of any material concerns, potential suppliers may not be considered further and will not be awarded a place on the DPS.

**5.3.8** As part of this further financial check, we will ask you for further financial information relating to the most recent two (2) financial years along with a copy of your audited accounts for these years.

**5.3.9** A copy of the Financial Assessment Template has been provided within the DPS Bid Pack (Appendix 3) for information only purposes.

**5.3.10** Please note, unaudited accounts will be accepted where a potential supplier is not required to maintain audited accounts by law. Please see the following link (<https://www.gov.uk/audit-exemptions-for-private-limited-companies>).

## **6. Further Competition**

**6.1.** Only suppliers who have been accepted on to the DPS and meet the service filter categories chosen by the customer will be invited to further competition.

- Service Category

- Geographical Location
- Additional Capabilities

6.2. The further competition document (Appendix 4) will include the full and exact requirements and specification of the customer including but not limited to:

- Specification
- Delivery Instructions
- Timescales
- Evaluation & Award Criteria
- Key Performance Indicators (KPIs)

6.3. Invitation to further competition will be issued via the Cimple portal (<https://app.cimple.uk/login>) if ECS are managing the competition on behalf of the Customer, if the Customer is running the competition themselves this may be via another portal to be confirmed by the customer.

6.4. By joining the DPS you agree to the relevant contact information from your organisation (as provided in your DPS application) to be forwarded on to external Customers to enable them to send you any invitation to tender documents.

6.5. Buyers may award contracts by inviting all Suppliers to the relevant category filters to bid in accordance with regulation 54, with the minimum timescale for return of tenders being ten (10) days.

6.6. You must read and understand the further competition documents before submitting your bid to ensure you are compliant with the competition procedure.

6.7. You must not attempt to influence the further competition process, for example, you must not directly or indirectly at any time:

- Collude with others over the content and submission of bids
- Canvass any staff, advisors or customer staff in relation to this competition
- Attempt to obtain information from any of our staff, advisors or customer staff about another bid or bidder

6.8. We reserve the right to:

- Verify information, seek clarification or require evidence or further information in respect of your bid.
- Exclude you if:
  - You submit a non-compliant bid;
  - Your bid contains false or misleading information;
  - You fail to tell us about any change in the contracting arrangements since your appointment onto the DPS
  - For any reason set out in the Public Contract Regulations 2015
- Terminate the DPS Appointment Form at any time

- Make any changes to the timetable, structure or content of the further competition

6.9 At further competition stage, a Contracting Authority can use one or more of the standard forms of contract, as the Call-off Contract, set out below

<b>JCT Standard Forms</b>
JCT – Constructing Excellence Contract (CE)
JCT -Measured Term Contract
JCT – Minor Works Building Contract with contractor’s design (MWD)
<b>NEC Standard Forms</b>
NEC3 Engineering and Construction Short Contract April 2013 Edition
NEC3 Term Service Contract April 2013 Edition
NEC3 Term Service Short Contract April 2013 Edition
NEC4 Engineering and Construction Contract June 2017 Edition
NEC4 Engineering and Construction Short Contract June 2017 Edition
NEC4 Facilities Management Contract June 2017 Edition
NEC4 Term Service Contract June 2017
NEC4 Term Service Short Contract June 2017

## 7. DPS Management

- 7.1 The successful delivery of the DPS for Sustainable and Ethically sourced Works/Construction projects (including professional services) will depend on the ability of the Supplier and ECS to develop a strategic relationship following award onto the DPS and maintaining this relationship throughout the DPS contract period.
- 7.2 To achieve the strategic relationship, there will be a requirement to adopt proactive DPS management activities, which will be supported by Management Information and sharing of information between the Supplier and ECS.
- 7.3 Suppliers who are successfully awarded a place on the DPS agree to a 0.9% management fee charge calculated against the total invoiced value of every awarded contract through the DPS.
- 7.4 ECS are available to provide suppliers support throughout the DPS application process as well as any support required at further competition stage. Please contact [ecsenquiries@ecsservices.org.uk](mailto:ecsenquiries@ecsservices.org.uk) and a member of the team will be in touch.

## 8. Management Information Reporting

- 8.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI reports to ECS which incorporate the data requested as part of the MI Reporting. The MI Reporting Template has been included within the Bid Pack as Appendix 5

- 8.2 MI Reports must be completed and returned to ECS by the fifth working day of every month during the DPS contract period and thereafter until all transactions relating to award contracts under the DPS have permanently ceased.
- 8.3 If at any point there is a period of 1 calendar month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of your data submission.
- 8.4 In the MI Report the Supplier should report on the contract data that is one month in arrears. For example, if an invoice is raised for May but the work was actually completed in April, the Supplier must report the invoice in May's MI Report and not April's.
- 8.5 MI reports should be submitted to [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)
- 8.6 Following receipt of the completed MI Report, ECS will review the information and may clarify any information, if any error(s) and/or omission(s) are identified the Supplier must provide corrected MI Report(s) on or before the date of when the next MI Report is due.

## 9. Payment of Management Fee

- 9.1 Following receipt of the completed MI Report, BWCET shall invoice the Supplier for the Management Fee payable for the Month to which the MI Report relates to.
- 9.2 The Supplier shall pay BWCET the Management Fee in cleared funds within 15 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

## 10. General

- 10.1 You must keep the contents of the bid pack confidential at DPS stage and further competition stage and you must not publicise the services or award unless you have written consent from both the Customer and ECS.

## 11. Warnings and disclaimers

- 11.1 You must carry out your own due diligence and rely on your own enquiries
- 11.2 This bid pack is not a commitment by us to enter into a contract

## 12. Intellectual Property Rights

12.1 The bid pack remains our property. You must use the bid pack only for this competition.

12.2 You allow us to copy, amend and reproduce your DPS application so we can:

- Run any further competitions
- Comply with law and guidance
- Carry out our business

12.3 Our advisors, subcontractors and other government bodies can use your DPS application for the same purposes.

## 13. Supplier Notifications

13.1 In the event your organisation would like to be removed from the Ethical & Sustainable Supply DPS please contact ECS via [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)

13.2 Suppliers should note that if you have been awarded a contract derived from this DPS your contractual obligations in accordance with the DPS Appointment Forms and Terms & Conditions which form part of the Bid Pack, will remain in place as applicable.

## 14. TUPE Transfer of Undertakings (Protection of Employment):

14.1 We consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply at Further Competition and that further information will be given by the customer at point of competition.

14.2 It is your responsibility to take your own advice and consider whether TUPE is likely to apply in the particular circumstances of the contract and to act

14.3 accordingly, you are therefore encouraged to carry out your own diligence exercise.

## 15. Terms & Conditions

**15.1** The Terms & Conditions that apply for the services and/or goods provided under this DPS are set out in Appendix 6.

**15.2** These Terms and Conditions are non-negotiable and have to be agreed as part of your application to the DPS. This is a pass or fail requirement

**15.3** Any Special Terms and Conditions that apply including JCT or NEC contracts, and aside from those detailed in section 6.9, will be included at further competition stage and will be tailored to meet the needs of the customer and the further competition.