



DPS - Works & Services

1. Introduction

This user guide is intended to provide information about the ProcurePublic Dynamic Purchasing System (DPS) for the provision of Works and Services. It is available to Authorised Users of the DPS (referred to as Contracting Authorities) who wish to award Call-Off contracts.

2. Key Information

DPS Title	Dynamic Purchasing System (DPS) for Works and Services
DPS Period	February 2023 – January 2033 (As provided for under the Public Contract Regulations 2015, as amended 2020 the DPS may be extended for further periods, provided that the total of the DPS agreement does not exceed ten (10) years.)
Estimated Value of DPS	Whilst PP cannot guarantee the value of potential call-offs under the DPS, the maximum total value of all call-off contracts for the DPS will be £90m.

3. How it works

A DPS is an 'open market' product designed to provide access to a pool of Potential Providers. New Potential Providers can join at any time.

DPS applicants are required to complete a Standard Suitability Questionnaire (SSQ). We evaluate these to establish the applicant's financial and technical provision and general capability based on a Pass/Fail criteria. Weightings are not applied until mini competition stage. The applicant is either accepted onto the DPS or rejected and provided with feedback in order to enable them to re-apply at a later date should they wish to do so.

During the DPS validity period, an Authorised User or Contracting Authority has the ability to search for Potential Providers that match their requirements using: workstream category, location of project, value of project and any other criteria deemed necessary and available within the standard search criteria. Each Contracting Authority will be allowed to use a Capability Criterion as part of its Mini-Competition to establish a final supplier list to invite to tender. It is also possible to combine categories.

Subject to the above and geographical restrictions, a Contracting Authority will invite all Potential Providers on the DPS (who possess the relevant services category and the appropriate financial notation within the DPS) to bid for the specific contract.

Where it is intended to engage a single Supplier to deliver a project, the Potential Providers shall be competent in undertaking a complete solution, unless only one eligible supplier has applied for the category and a contract be automatically awarded. It is also possible to combine categories where there are clear synergies and common industry precedents.

Not every specific service that may be procured under the DPS can be clearly defined at this stage, however the nature and types of works that may be required may include but are not limited to those works and services summarised below:

DPS Supporting Compliance & Maintenance

45232141-2	Heating works.
45251200-3	Heating plant construction work.
45331000-6	Heating, ventilation and air-conditioning installation work.

45251250-8	District-heating plant construction work.
45259000-7	Repair and maintenance of plant.
45350000-5	Mechanical installations.
50531100-7	Repair and maintenance services of boilers.
50532000-3	Repair and maintenance services of electrical machinery, apparatus and associated equipment.
50000000-5	Repair and maintenance services.
50500000-0	Repair and maintenance services for pumps, valves, taps and metal containers and machinery.
50531200-8	Gas appliance maintenance services.
50720000-8	Repair and maintenance services of central heating.
51100000-3	Installation services of electrical and mechanical equipment.
45232410-9	Sewerage work.
45232411-6	Foul-water piping construction work.
45232421-9	Sewage treatment works.
45232422-6	Sludge-treatment works.
45232430-5	Water-treatment work.
45232431-2	Wastewater pumping station.
45232451-8	Drainage and surface works.
45252100-9	Sewage-treatment plant construction work.
45252124-3	Dredging and pumping works.
90000000-7	Sewage-, refuse-, cleaning-, and environmental services.
90400000-1	Sewage services.
90460000-9	Cesspool or septic tank emptying services.
90492000-2	Sewage treatment consultancy services.
45261410-1	Roof insulation work.
45261900-3	Roof repair and maintenance work.
45260000-7	Roof works and other special trade construction works.
45262100-2	Scaffolding work.
45262600-7	Miscellaneous special-trade construction work.
45262640-9	Environmental improvement works.
45262660-5	Asbestos-removal work.
45262650-2	Cladding works.
45320000-6	Insulation work.
45300000-0	Building installation work.
45310000-3	Electrical installation work.
45312000-7	Alarm system and antenna installation work.
45312100-8	Fire-alarm system installation work.
45313000-4	Lift and escalator installation work.
45317000-2	Other electrical installation work.
45340000-2	Fencing, railing and safety equipment installation work.
45343100-4	Fireproofing work.
45400000-1	Building completion work.
45421100-5	Installation of doors and windows and related components.
45450000-6	Other building completion work.
45451000-3	Decoration work.
45453000-7	Overhaul and refurbishment work.
50700000-2	Repair and maintenance services of building installations.
50800000-3	Miscellaneous repair and maintenance services.
51510000-0	Installation services of general-purpose machinery and equipment.
51700000-9	Installation services of fire protection equipment.
51511100-8	Installation services of lifting equipment.
71314100-3	Electrical services.
71315000-9	Building services.
71315100-0	Building-fabric consultancy services.
71315200-1	Building consultancy services.

71421000-5	Landscape gardening services.
75251110-4	Fire-prevention services.
79710000-4	Security services.
90500000-2	Refuse and waste related services.

DPS Supporting Construction Works

45000000-7	Construction work.
45223200-8	Structural works.
45262650-2	Cladding works.
45111200-0	Site preparation and clearance work.
45120000-4	Test drilling and boring work.
45113000-2	Siteworks.
45200000-9	Works for complete or part construction and civil engineering work.
45210000-2	Building construction work.
45300000-0	Building installation work.
45310000-3	Electrical installation work.
45211350-7	Multi-functional buildings construction work.
45215000-7	Construction work for buildings relating to health and social services, for crematoriums and public conveniences.
45220000-5	Engineering works and construction works.
45100000-8	Site preparation work.
45251200-3	Heating plant construction work.
45251250-8	District-heating plant construction work.
45232411-6	Foul-water piping construction work.
45252100-9	Sewage-treatment plant construction work.
45262600-7	Miscellaneous special-trade construction work.
45262100-2	Scaffolding work.
45262640-9	Environmental improvement works.
71330000-0	Miscellaneous engineering services.
71510000-6	Site-investigation services.
71000000-8	Architectural, construction, engineering and inspection services.
71247000-1	Supervision of building work.
71300000-1	Engineering services.
71500000-3	Construction-related services.
71315000-9	Building services.
71315100-0	Building-fabric consultancy services.
71315200-1	Building consultancy services.

DPS Supporting Consultancy and Advisory Services

71600000-4	Technical testing, analysis and consultancy services.
71510000-6	Site-investigation services.
71314000-2	Energy and related services.
79311000-7	Survey services.
71315000-9	Building services.
71315100-0	Building-fabric consultancy services.
71315200-1	Building consultancy services.
45262640-9	Environmental improvement works.

DPS Supporting Decarbonisation Measures

45260000-7	Roof works and other special trade construction works.
45262600-7	Miscellaneous special-trade construction work.
45262640-9	Environmental improvement works.

45262650-2	Cladding works.
45261410-1	Roof insulation work.
45320000-6	Insulation work.
45315000-8	Electrical installation work of heating and other electrical building-equipment.
79311000-7	Survey services.
71315000-9	Building services.
71315100-0	Building-fabric consultancy services.
71315200-1	Building consultancy services.
45453000-7	Overhaul and refurbishment work.
45421100-5	Installation of doors and windows and related components.
45300000-0	Building installation work.
45310000-3	Electrical installation work.
45232141-2	Heating works.
50000000-5	Repair and maintenance services.
45251250-8	District-heating plant construction work.
51100000-3	Installation services of electrical and mechanical equipment.
45262640-9	Environmental improvement works.

DPS Supporting Facilities Management

45112700-2	Landscaping work.
90510000-5	Refuse disposal and treatment.
90900000-6	Cleaning and sanitation services.
65000000-3	Public utilities.
65300000-6	Electricity distribution and related services.
70330000-3	Property management services of real estate on a fee or contract basis.
75110000-0	General public services.
90700000-4	Environmental services.
90910000-9	Cleaning services.
50700000-2	Repair and maintenance services of building installations.
50800000-3	Miscellaneous repair and maintenance services.
51510000-0	Installation services of general-purpose machinery and equipment.
51700000-9	Installation services of fire protection equipment.
51511100-8	Installation services of lifting equipment.
71314100-3	Electrical services.
71315000-9	Building services.
71315100-0	Building-fabric consultancy services.
71315200-1	Building consultancy services.
71421000-5	Landscape gardening services.
75251110-4	Fire-prevention services.
79710000-4	Security services.
90500000-2	Refuse and waste related services.
45300000-0	Building installation work.
45310000-3	Electrical installation work.
45312000-7	Alarm system and antenna installation work.
45312100-8	Fire-alarm system installation work.
45313000-4	Lift and escalator installation work.
45317000-2	Other electrical installation work.
45340000-2	Fencing, railing and safety equipment installation work.
45343100-4	Fireproofing work.

DPS Supporting Finance and Administration

48330000-0	Scheduling and productivity software package.
48331000-7	Project management software package.
66000000-0	Financial and insurance services.

66171000-9(2)	Financial consultancy services.
66510000-8	Insurance services.
79200000-6	Accounting, auditing and fiscal services.
79400000-8	Business and management consultancy and related services.
79900000-3	Miscellaneous business and business-related services.
79500000-9	Office-support services.
79000000-4	Business services: law, marketing, consulting, recruitment, printing and security.
79600000-0(5)	Recruitment services.

4. Validity

The DPS has a validity period for up to a maximum of ten years and will run until January 2033, as is permissible under the Public Contract Regulations 2015.

5. The Benefits of a DPS

A DPS creates an environment which encourages fair competition, allowing Potential Providers to join at any time and choose whether to compete for all or any of the requirements for which they are considered suitable.

Potential Providers who are successful in securing a place on the DPS will be entered onto a supplier list database.

The DPS shall remain open to new applicants throughout the period of the agreement. This enables Suppliers who may not be able to meet the selection criteria during the establishment period to review their processes, finances and capabilities and apply for acceptance onto the DPS at a later stage. In addition, it allows (and encourages) existing DPS members to revise their offerings at any stage within the operation of the DPS. This supports small and medium size (SME) enterprises, or businesses with little or no experience in tendering for work with the public sector.

The flexibility in keeping the DPS agreement open to new applicants also benefits our customers. It enables public bodies to promote potential 'calls for competition under the DPS' in their geographical region, offering the opportunity to engage with local Potential Providers and support wider aims of working with local businesses for economic growth.

Benefits for Contracting Authorities

- Shortened procurement time as advertisement in Find a Tender and SQ stage has already been undertaken.
- Encourages competition as it is easier for local providers to get on to the DPS and join at any time during its period of validity.
- Contributes to Trusts achieving their Social Value objectives by inviting their local and SME suppliers to join the DPS and bid for work
- Contracting Authorities can undertake a competition with a group of pre-qualified Tenderers with all qualification documentation held centrally.
- Award criteria can be formulated more precisely for specific local contracts, adapting the templates as appropriate.

Benefits for Suppliers

- Suppliers don't have to demonstrate suitability and capability every time they wish to compete for a public sector contract.
- Suppliers may join the DPS at any time during its period of validity so they are not "locked out".
- More accessible for SMEs.
- Award of individual tenders can be quicker than under some other procedures.

6. DPS Agreement

There is no access fee to utilise this DPS Agreement. All Potential Providers who have been awarded a position have signed a DPS Agreement to be able to administer Works and Services to Contracting Authorities on a Call-Off basis. The Agreement sets out the award and ordering procedure which may be required by Contracting Authorities. The Call-Off terms and conditions set out in the DPS Agreement may be replaced with the terms and conditions specified by a Contracting Authority when inviting competitive tenders for Call- Off contracts.

We will collect, on a monthly basis, management information from each Provider for each Call-Off contract they have been awarded under the DPS and a supplier rebate fee of 2% of the total net sales invoiced by the Provider to all Contracting Authorities under the Call-Off Contract, excluding VAT. Any pricing supplied by a Provider when competing for work under the DPS will be inclusive of this fee.

7. Joining Agreement

The Contracting Authority must complete a Confidentiality Agreement (Step 1) and Joining Agreement Step 4 Option 2). Once this has been completed ProcurePublic will then provide access to the DPS Supplier Lists and ITT template documents if appropriate. Potential Providers on the DPS will not enter contracts under this DPS until a signed joining agreement is in place.

8. Award of Call - Off Contracts under the DPS

All Potential Providers who have been awarded on to the DPS have already passed the first stage, the (SSQ). This initial DPS set-up phase only covers the following areas:

- Supplier Information.
- Exclusion & Selection criteria (as set out in Regulations 57-64 of the 2015 Public Contract Regulations (PCR 2015, as amended 2020).
- Economic & Financial Standing.
- Technical & Professional Ability.

The DPS Agreement includes the Terms and Conditions for subsequent Call-Offs, however in itself is not a contract; contracts are only formed when services are called off under the DPS.

There are five steps in order for Authorised Users to make a Call-Off Contract from the DPS. The step by step process to be followed is set out below.

Step 1 – Compilation of Tender List

The following Filters/Qualifiers can be applied to the relevant DPS supplier category by the Contracting Authority to produce a list of Tenderers for each requirement:

- Service Category – Has the Potential Provider the required financial notation to deliver the requirement in the appropriate Service Category?
- Delivery location(s) – Has the Supplier indicated that they can deliver in the required location(s)?

As new Service Providers are continually added to the database, it is important that the Contracting Authority checks and validates the proposed tender list with no more than 48 hours before inviting tenders.

The ITT documentation should then be issued to the selected Tenderers via their own e-tendering system.

Step 2 – Invitation to Tender (ITT)

The Contracting Authority will send an Invitation to Tender (ITT) to all of the Potential Providers on the DPS who fulfill the selected criteria to meet the service requirement in the desired location.

The ITT documents setting out the Contracting Authority's requirements will typically comprise of the following, tailored to the particular needs of the project:

- Instructions for Submission
- Abstract of Particulars (if required) – background details of the Authority
- Specification of Requirements
- ITT Response Template
- Tender Particulars
- Pricing Document
- Terms and Conditions of Contract

Admission to the DPS system only requires Potential Providers to demonstrate their suitability, ability, and capability to deliver the type of service category within the DPS. There is no requirement to submit any type of tender as part of the application for admission to the DPS.

At the mini competition stage, the Contracting Authority will set the criteria for the award of the contract. The Contracting Authority will review their specific business requirements and select the criteria that offers the best combination of quality and price.

The normal practice is to award on the basis of Most Economically Advantageous Tender (MEAT). This takes into account not only the lowest price, but also things like the project delivery plan; resource profile, risk management: sustainability; Quality Assurance, Health, Safety and Welfare etc.

When considering the evaluation questions the Project Team must:

- Only use criteria which differentiate between the tenderers on criteria that are important to the Project Sponsor and the service project.
- Not ask for information that is not directly relevant or useful, or duplicate any questions previously asked at SQ stage when the DPS was established.

The ITT documents will, amongst other things, specify the Terms and Conditions for the execution of the Services. The Contracting Authority may use their own standard Terms and Conditions as well as any other terms, NEC3 / JCT forms etc. that they choose. These should be made available to all Potential Providers at the commencement of a Mini-Competition.

Potential Providers can choose whether they wish to participate in the competition. If they elect not to bid they should inform the Contracting Authority before the tender submission deadline. A decision not to bid for a particular requirement will not de-bar Potential Providers on the DPS from bidding for other opportunities as they arise.

Potential Providers will be given a minimum of seven days to submit their tender bids. Contracting Authorities should take into account the value and complexity of the contract and the need for the Tenderers to attend a coordinated site visit/ Tenderers conference.

Any site visits to inspect the location of the services will be coordinated by the Contracting Authority and must take place at the appointed date and time only. Potential Providers must not make unsolicited visit to the site referenced in the Invitation to Tender.

Potential Providers must follow the tender instructions issued by the Contracting Authority and prepare and submit their tender by the due date/time.

Step 3 – Tender Evaluation

All submissions received within the Invitation to Tender deadline will be evaluated in accordance with the criteria set in the Invitation to Tender documentation.

The tender evaluation team will assess, score and critique the Tenderers responses to the technical questions in the ITT in accordance with the evaluation criteria set out in the ITT. This will include an assessment of any technical Pass/Fail questions included in the evaluation criteria.

Evaluators must only evaluate the evidence presented to them and not consider any other factors such as their preconceptions or prior experience of that Tenderer. Evaluators must score applicants against the criteria absolutely and not relatively against the other applicants. Where the proposed solution exceeds the requirement evaluators should award 100% of the technical marks available.

Evaluators must provide rationale, with comments to support each score and the approving authority must check that this is being done and is sufficiently detailed to support the decision. Any subsequent feedback will be provided via the award letters and Tenderers debriefs.

On conclusion of the tender evaluation process, the Project Manager will produce a detailed technical/commercial tender evaluation report to include a comprehensive review of the tenders, and a fully substantiated recommendation on contract award.

The report will include a summary of the procurement process under the DPS, tender response, technical and commercial summary and a final score breakdown and contract award recommendation. As with the procurement strategy document, the report should be proportional to the size and risk of the project you are undertaking and provide a clear audit trail of what was done and why.

The evaluation report must contain the scores (technical, commercial and overall consolidated score from which the recommendation is taken) and the consensus comments for all Tenderers who underwent evaluation. The Contracting Authority must keep clear and accurate records of the evaluation process to ensure propriety. It is particularly important to record the specific strengths and weaknesses of each tender, for use in the contract decision letters as well as the debriefing process.

The final recommendation on the winning Tenderer must be based on the tender that is most economically advantageous based on the published award criteria and evaluation methodology. The report will then be signed-off by the Project Sponsor. The resulting contract should be signed by the individual approved by the Contracting Authority to commit the Authority to contract.

Step 4 – Contract Award

Once the evaluation is complete the Potential Provider who, in the opinion of the Contracting Authority, best meets the requirements of the individual call-off, will be awarded the call-off contract.

All Potential Providers must be notified of the award decision and provided with feedback relating to their submission.

If a standstill period is **not** applied, the successful Provider will be issued with the Contracting Authority's contract documentation, which will set out the requirement. If a standstill period is applied, the successful Provider will be issued with a contract at the end of the standstill period.

The Joining Agreement to be used is as per the template included in the DPS Agreement. The Provider shall promptly accept the Agreement by signing and returning.

During the standstill period, it is possible for any of the unsuccessful Tenderers to write a complaint or issue a legal challenge. If you do receive a legal challenge, you cannot proceed to contract award and must discuss the way forward with Legal Advisers. A legal challenge during the standstill period suspends the award process until either the court decides to end the suspension or the challenge is dealt with by the court in proceedings.

If the period ends without a legal challenge, you may proceed to Contract Finalisation.

Any Call Off Contract that is awarded under the Dynamic Purchasing System will be between the Service Provider and the named Authority. ProcurePublic is not contracting on behalf of the named Authority.

Contract Award Notice

Contracting Authorities must inform ProcurePublic of all contracts awarded under the DPS. Authorities should also abide by the requirements for publication on Contracts Finder about contracts awarded, as explained under Procurement Policy Note 03/15 issued by the Cabinet Office.

Step 5 – Standstill Period

Although not mandatory under the Dynamic Purchasing System, the Authority may decide to implement a voluntary standstill period of 10 days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. Please note however that this would be considered to be best practice. However Contracting Authorities will not be bound to implement any standstill period.

Where a standstill period is applied, the Contracting Authority will notify unsuccessful Tenderers ten (10) calendar days in advance of awarding a call off contract under the Dynamic Purchasing System.

9. Additional Considerations

Presentations by Tenderers

As part of the evaluation process, presentations may be undertaken. Where presentations are part of the evaluation process all eligible Tenderers must be invited to participate to ensure compliance with the Public Contracts Regulations 2015.

All Potential Providers should be provided with adequate time to prepare their presentations and should be given a clear brief of what to present.

Tender Clarification

Tenderers should be instructed in the Invitation to Tender to address clarification questions to the Contracting Authority in writing through the e-tendering system. The responses must be issued to all Tenderers simultaneously. You should allocate serial numbers to help you to keep track of questions and avoid duplication.

Where a question reveals a piece of information that could significantly impact on the pricing of the tender responses you should ensure Tenderers have at least 4 working days to submit a tender. This may mean extending the tender return date.

Site Visit

In instances where it has been agreed that the Tenderers are offered the opportunity of a site visit, all Tenderers will be invited by the Contracting Authority to attend a single visit during which a formal meeting will be convened.

Typically, the first part is a presentation of the requirement, followed by a visit to the site where the service is to be carried out. Then time is allowed for any questions. The Contracting Authority must

make a record of the meeting and all questions, whether they are answered orally or not, will be answered in writing and distributed to the Tenderers via the e tendering system. Once issued the written reply will be the formal record of the meeting and any oral points not recorded in the reply will be considered null and void.

Amendments to the Tender Documentation

Occasionally the tender clarification questions may lead to minor changes in the specification. If so, it is possible to issue an amendment to the tender documentation.

Late, Incomplete or Amended Tenders

Tenders that are not received in accordance with normal tender return procedures fall into the following groups:

- a. **Late tender.** Received after the time and date stated in the tender documentation, and not covered by paragraph b below:
- b. **A technically late tender.** Delayed beyond the Tenderers control due to technical difficulties with the e tendering system;
- c. **An incomplete tender.** Where information necessary for the evaluation of the tender is missing;

- d. **An amended tender.** The Tenderer submits an amendment via the e-tendering system on their own initiative, after the time and date set out in the tender documents.

You should only consider late, technically late or incomplete tenders if there is no reason to doubt the integrity of the Tenderers concerned. You must exercise extreme care in such cases to avoid accusations of collusion or malpractice. You must record why you evaluated the tender.

Tender Evaluation

Once the evaluation process is completed the Contracting Authority should notify all the Tenderers of the outcome of the DPS competition and if considered appropriate start a 10 day stand still period before concluding the contract.

Contract Documents

The contract documents including the DPS Joining Agreement must be completed by the Contracting Authority and issued in a timely manner to the successful bidder.

Undertaking a Direct Order

It is not possible to call off directly from the DPS unless there is only one supplier in the CPV category, or region selected.

Can a Tenderer send in a paper tender response?

No. All communication under a DPS must be electronic unless the information requested (scale models) cannot be submitted electronically.

If a supplier is not on the DPS can they still take part in the DPS?

Yes. The DPS is flexible and new suppliers can apply to join the DPS at any time during its period of

validity. In addition, suppliers who originally fail to be admitted on to the DPS are able to re- apply at a subsequent time if their circumstances change.

Do I have to run a competition for every requirement under a DPS? Or can the DPS be used for “direct awards”, perhaps for low-value contracts?

The Public Contracts Regulations 2015 state that there is no derogation for low-value contracts. Contracting Authorities may run a single competition for a group of services.

How long does a competition under the DPS need to run for?

This will depend on the complexity of the project. Contracting Authorities should take into account the value and complexity of the contract and the need for the Tenderers to attend a coordinated site visit/Tenderers conference.

If a supplier is admitted, is it obliged to bid for any Call-off contracts procured under the DPS?

No.

Do I have to apply a stand still period to a competition?

ProcurePublic encourages the application of standstill periods for all competitions under the DPS. This ensures transparency to all Tenderers involved in the process and minimises the risk of challenge once a contract is awarded. However, a Contracting Authority may choose not to apply a stand still period.

Can a supplier be excluded for poor performance on contracts under the DPS?

Poor performance on public or utilities contracts which have led to contract termination, damages or other comparable sanctions are now grounds for discretionary exclusion under PCR 2015. Therefore poor performance on previous contracts under the DPS which had led to sanctions could be used to exclude the supplier from the same, and other, DPS Agreements in future.