



Materials Dynamic Purchasing System Rules

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1 Introduction and Overview

- 1.1 This document sets out the rules for the DPS under which Great Places and other Authorised Users (for example other housing associations or public sector entities advertised in the OJEU notice) will place Orders when they have a materials supply requirement.
- 1.2 Great Places will select a Supplier in accordance with the DPS Rules from the pool of admitted participants to the DPS (“**Potential Suppliers**”), who have passed the SQ in relation to any particular lot, to fulfil an Order based on a Tender response to a further request to supply document (“**RfS**”).
- 1.3 The DPS has been divided into eleven (11) materials lots which cover particular categories of materials that may be required by Authorised Users. These lots are:
- Lot 1: Cleaning
 - Lot 2: Timber
 - Lot 3: Electrical
 - Lot 4: Joinery
 - Lot 5: Plumbing
 - Lot 6: Groundworks
 - Lot 7: General Merchants
 - Lot 8: Decorating
 - Lot 9: Roofing
 - Lot 10: Fencing
 - Lot 11: Ironmongery
- 1.4 The anticipated period during which the DPS will be available (i.e. during which Orders may be entered into) will be 25 years from 16th August 2017. It is possible that the term of any Order entered into under the DPS may extend beyond the period of availability of the DPS.
- 1.5 Terms defined in the glossary at Appendix 1 are shown with capital letters in these DPS Rules.

2 CONTRACT DOCUMENTS

- 2.1 Following the procurement process and the analysing of SQ documents, Great Places will require those organisations which have successfully passed the SQ to sign these DPS Rules and to enter into the contract documents (“**the Contract Documents**”) in order to regulate the respective roles and responsibilities in relation to the Supplies. Any organisations which later apply to join the DPS will be required to sign the DPS

Rules and enter into the Contract Documents upon Great Places giving notice that they have passed the SQ.

- 2.2 As Great Places is using the DPS procedure under Regulation 34 of the Public Contracts Regulations 2015, there can be no negotiations over the terms of the Contract Documents.

3 TENDERING PROCESS

- 3.1 In response to an RfS document, Potential Suppliers will be required to complete and submit a tender in accordance with the requirements for submission contained within the RfS. The response must be submitted by the date set out within the RfS.
- 3.2 Once the Tender has been received, Great Places or the Authorised User will review and score each of the Tenders using the award criteria stated in the RfS. The Potential Supplier that achieves best value for money will be awarded an Order the performance of which is governed by the Contract Documents.

4 DPS PARTICIPATION

- 4.1 When a new Potential Supplier is admitted to the DPS, it will, from the date it is notified by Great Places that it has passed the SQ stage, be sent all RfS invitations in respect of the lot(s) for which it has passed the SQ.
- 4.2 The Potential Suppliers will continue to participate in the DPS and be sent RfS invitations until the earlier of:
- the Potential Supplier materially breaching any of the warranties at Appendix 2, which will exclude Potential Suppliers from being sent RfS invitations for the rest of the term of the DPS or until the breach of warranty is rectified (if the breach is capable of rectification);
 - the termination for any reason (excluding expiry) of the Contract under which Orders are raised to the Potential Supplier;
 - Great Places deciding to abandon the DPS;
 - the end date for the DPS, which is 31st December 2032.
- 4.3 Any Potential Supplier who no longer satisfies Great Places' minimum pre-qualification standards under the SQ may be excluded from further participation in the DPS.
- 4.4 Any disqualification, exclusion or suspension from the DPS is without prejudice to any other civil remedy that may be available to Great Places, or any criminal liability that may be incurred. Any Potential Supplier that breaches the terms of the

warranties at Appendix 2 may also (subject to the terms of the Contract Documents if they have been entered into) have to reimburse Great Places for its costs of any RfS process which has to be abandoned as a result.

5 DUE DILIGENCE

- 5.1 Potential Suppliers should carry out their own due diligence checks themselves and verify the accuracy of information provided to them in connection with the Supplies.
- 5.2 Potential Suppliers must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the Supplies and their Tenders, without reliance upon any opinion or other information provided by Great Places or their advisers and representatives.
- 5.3 Potential Suppliers should take such professional advice as they deem necessary (including an assessment of the proposed terms of the Contract Documents) to determine whether they wish to Tender and the terms on which they do so.

6 TENDER CLARIFICATION AND ARITHMATICAL ERRORS

- 6.1 Questions may arise on the interpretation of a Tender by Great Places or Authorised Users and their advisers. Great Places and Authorised Users reserve the right to raise clarification questions and delay the final evaluation of such Tenders until the deadline for response to those questions.
- 6.2 Tender clarification questions are not intended to allow Potential Suppliers to reopen negotiations on any aspect of their Tenders. Responses must be confined to the matters on which clarification is sought.
- 6.3 If an Authorised User discovers arithmetical errors in any Tender, the Authorised User will give detail of those errors to the Potential Supplier. The Potential Supplier will be given the opportunity either:
 - to confirm the offer, in which case all rates or prices are to be treated as reduced in the same proportion as the corrected total of priced items exceeds or falls short of the tendered total or such items; or
 - to correct their tender, in which case the corrected figures will be used in the evaluation.

7 CONTRACT AWARD

- 7.1 Great Places reserves the right to reject or disqualify a Potential Supplier where:

- the Potential Supplier fails to comply fully with the requirements of these DPS Rules;
- the Potential Supplier is in breach of any of the warranties at Appendix 2;
- the Potential Supplier is guilty of a material misrepresentation in relation to its Tender, expression of interest, the SQ and/or the Tender process and/or;
- there is a change in identity, control, financial standing or other factor impacting on the prequalification selection and/or evaluation process affecting the Potential Supplier.

7.2 The criteria that will be used by Great Places or any Authorised User to determine that an offer for the Supplies is the most economically advantageous and the weighting of those criteria shall be set out in any RfS.

7.3 If a Tender appears to be abnormally low, Great Places or the Authorised User is required to follow the process in Regulation 69 of the Regulations. A failure to provide a satisfactory explanation for a low price may lead to disqualification of the Potential Supplier.

7.4 If and when a Tender is successful and an award decision made, a written notification will be sent to all Potential Suppliers who submitted a Tender informing them whether their Tender was successful or not. Potential Suppliers should note that there is no requirement for Great Places or any Authorised User to run a "standstill period" before awarding an Order to a Potential Supplier.

8 INTELLECTUAL PROPERTY

8.1 The DPS Rules may not be reproduced, copied or stored in any medium without the prior written consent of Great Places except in relation to the preparation of Tender.

8.2 All documentation supplied by Great Places in relation to the DPS is and shall remain the property of Great Places. Potential Suppliers are not authorised to copy, reproduce, or distribute the information in this DPS or any of the documents appended to it at any time, except as is necessary to produce a Tender.

9 CONFIDENTIALITY

9.1 Potential Suppliers should note that Great Places or Authorised Users may be required to disclose information they provide under this DPS under the Freedom of Information Act 2000 unless it can be established that either that the information is subject to a duty of confidence or that it is both commercially sensitive and the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.

- 9.2 Great Places or any Authorised User reserves the right to make publicly available any information submitted by Suppliers during the Tendering process, except where:
- it refers to individual tenants or members of staff; or
 - it is genuinely commercially confidential.
- 9.3 During the Tendering period, Great Places or any Authorised User will not disclose to any person (apart from its professional advisers) genuinely commercially sensitive or confidential information communicated as such to it by any Potential Supplier. Potential Suppliers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential.
- 9.4 Potential Suppliers are required to keep confidential to themselves and their professional advisers all information provided to them which is marked as confidential by Great Places or any Authorised User, and all other information that is not in the public domain. Potential Suppliers have already confirmed in their responses to the Selection Questionnaire that they will not disclose or use any information made available to them by Great Places or any Authorised User, other than for the purposes of this procurement. If in doubt as to whether information is confidential (or whether it may be disclosed), Potential Suppliers should seek clarification from the Contact Person.

10 CONFLICTS OF INTEREST AND PROBITY POLICY

Great Places and any Authorised User will require all actual or potential conflicts of interest which arise during the course of the DPS or any underlying contract to be resolved to its satisfaction. This includes any conflicts of interest arising during the evaluation of Tenders where a Potential Supplier or a subcontractor/supplier or adviser to the Potential Supplier is:

- the same firm or company or a member of the same group of companies as another Potential Supplier or a subcontractor/supplier or adviser put forward by another Potential Supplier in respect of the Supplies; or
- an adviser to or a member of the same group of companies as an adviser to Great Places.

For reference, the relevant advisers of Great Places are:

Anthony Collins Solicitors LLP

Resolving the conflict of interest may (at the discretion of the contracting Authority) require the withdrawal of one of the Potential Suppliers subject to the conflict of interest.

Great Places or any Authorised User reserves the right to reject any Tender received from a person or business trading for profit to whom Great Places or any Authorised User is prohibited from making a payment or granting a benefit by its Probity Policy.

Great Places' Probity Policy prevents it from making any payment (even if full value is received in return) to any of its board members or employees, any person who has ceased to be a board member or employee in the past 12 months or any close relative of any of these. The Probity Policy also prevents Great Places from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management.

There are only limited exceptions to the Probity Policy. Potential Suppliers who are unclear as to the application of the Probity Policy to their circumstances should seek clarification from the Contact Person.

11 PUBLICITY

No announcements or statements should be made by or on behalf of any Potential Supplier in any section of the media (including radio, television, newspaper, internet and e-mail) unless Great Places or any Authorised User has given its prior written approval to the proposal to publish and to the text.

12 DISCLAIMER

12.1 The materials in these DPS Rules and accompanying documents reflect Great Places' current requirements for the Supplies. Great Places reserves, at its discretion, the right to amend such materials as it considers appropriate from time to time.

12.2 Whilst the information in these DPS Rules has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. These DPS Rules are issued on the basis that:

- neither Great Places nor any Authorised User nor any of their advisers accept any liability, responsibility or duty of care to anyone other than Great Places for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which these DPS Rules relate;
- neither Great Places nor any Authorised User nor any of their professional advisers make any (express or implied) representation or warranty either about the information contained in these DPS Rules or on which they are based, or about any written or oral information that may be made available to any Potential Supplier, funder, other interested person or their professional advisers;

- nothing contained in these DPS Rules or any RfS constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a Tender or enter into the Contract Documents or any other related agreement;
- the DPS Rules are not intended to provide a basis for any investment decision and should not be considered as a recommendation by Great Places or any Authorised User or any of their advisers;
- neither these DPS Rules nor any information supplied by Great Places or any Authorised User should be relied on as a promise or representation as to the future;
- no implied contract is to arise between Great Places or any Authorised User and any Potential Supplier resulting from the issue of or any Potential Supplier's compliance with these DPS Rules or any matters related to it;
- all Potential Suppliers are solely responsible for their costs and expenses incurred in connection with the DPS including the initial procurement process and the RfS process.

12.3 By agreeing the DPS rules within ProContract, you are agreeing to be bound by the DPS Rules in relation to any and all underlying contracts awarded to you under the DPS.

APPENDIX 1: DEFINITIONS AND GLOSSARY

Term	Definition
Award Criteria	The criteria for the award of any Order as set out in the RfS.
Authorised User	Any organisation referred to as able to use the DPS in the OJEU notice establishing the DPS.
Contract Documents	The contract documents to be entered into between Great Places and the Supplier based on the drafts issued with an RfS.
Contact Person	[NAME] who can be reached at email: [INSERT] phone [INSERT]:
DPS Rules	The terms set out in the document titled The DPS Rules.
Great Places	Great Places Housing Group Limited.
Regulations	The Public Contracts Regulations 2015
RfS	The Request for Supply issued by Great Places setting out its supply requirement.
Specification	The Contract Document setting out the Supplies Great Places wishes to procure and which is labelled "Specification".
Supplier	The successful Potential Supplier with whom Great Places issues an Order under the Contract Documents.
Tender	A Potential Supplier's submission in response to these DPS Rules.
Potential Supplier	An organisation who has a place on the DPS.
Supplies	The Supplies as set out in the Specification these are to be provided in accordance with the Contract Documents.

Appendix 2: warranties

Having examined the RfS, the Specification and any Schedules, the Appendices and all other documents supplied by Great Places with the RfS (collectively the "Tender Documents") issued by Great Places for the provision of the Supplies and in consideration of Great Places agreeing to consider the Tender for those Supplies set out in these DPS Rules, the Potential Suppliers ("we" or "us") agree or warrant at all times during the DPS operation or underlying contracts (whichever is longer) that:

1. the insertion by us of any conditions qualifying Tenders or any unauthorised alteration to any of the Tender Documents may cause the Tender to be rejected. We confirm that we have not inserted any conditions qualifying the Tender or making any unauthorised alteration to any of the Tender Documents.
2. we have undertaken our own investigations and research and satisfied ourselves in respect of all matters (whether actual or contingent) relating to our Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of Great Places.
3. we have not submitted Tenders in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of Great Places.
4. we are of sound financial standing and have sufficient working capital, skilled staff, other equipment and other resources available to comply with the obligations we will undertake under the Contract Documents.
5. any Tender is a bona fide Tender and is submitted in good faith.
6. details of our Tender have not been communicated to any other person (except as authorised in the Instructions to Potential Suppliers) or adjusted in accordance with any agreement or arrangement with any other person.
7. neither we nor any member of our team has engaged in collusive tendering or canvassed any officer or adviser of Great Places;
8. we are not a party to a scheme or arrangement under which any other tenderer was or will be reimbursed any of their tender costs.
9. we have not and will not enter into any agreement or arrangement with any person that they will not tender or that they will withdraw any tender once submitted or vary the amount of their tender.
10. we have not and will not pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing, having done, causing or having caused any of the above acts to be done in relation to our Tender or any other tender or proposed tender.
11. no circumstances exist that would prevent the award of a contract to them under Great Places Probity Policy.
12. all information, representations and other matters of fact (including those contained in its Tender and the SQ) communicated (whether in writing or otherwise) to Great Places by us, our employees or agents in connection with or arising out of the Tender are true,

complete and accurate in all respects at the time of submission of the Tender and that we have notified Great Places in writing of any changes to that information.

13. where a consortium is part of the DPS or we have relied on the resources of other organisations or group or proposed subcontractors in our SQ, we have notified the Contact Person of any change to the composition of its consortium, group or its subcontracting arrangements.
14. We certify that:
 - the principles described in paragraphs 1-13 above have been, or will be, brought to the attention of our professional advisers, sub-contractors, suppliers and associated companies providing works, services, supplies and/or materials connected with our Tender (if any) and that any contract entered into with such members of the professional team, contractors, sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties
 - we have not canvassed or solicited nor will we in the future canvass or solicit any board member or employee of Great Places in connection with this Tender or in connection with any other tender or proposed tender and that no person employed by us or acting on our behalf has done nor will do any such act;
 - we are not a business trading for profit of which a board member, or employee of Great Places is or has at any time in the last 12 months been a principal proprietor or directly concerned in its management.
15. We understand that Great Places is not bound to accept the lowest or any tender Great Places may receive, and Great Places will not pay any expenses incurred by us in connection with the preparation and submission of any Tender.
16. Should our Tender be accepted, and when requested by Great Places, we agree to accept any Order raised in accordance with the Contract Documents.
17. We acknowledge that if we have acted or in future act in contravention of these warranties, Great Places will be entitled to disqualify us from further participation in the DPS or to cancel any contract award that has been made in relation to it and (subject to the terms of the Contract Documents) recover from us the amount of any loss or expense resulting from such disqualification or cancellation including any costs resulting from the RfS process being aborted.

