



Crown  
Commercial  
Service

# Dynamic Purchasing System (DPS) Needs

## RM3814 Vehicle Conversions



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## **Welcome**

We invite you to join a DPS for Vehicle Conversions.

A DPS is similar to an electronic framework agreement, with two exceptions; new suppliers can join at any time and it is to be run as a completely electronic process.

Our participation bid pack comes in 3 parts, starting with this part 1:

### **1) DPS Needs :**

- what 'we' and 'you' means;
- who can submit a request to participate
- how to request to participate;
- economic and financial standing
- what is a DPS Agreement
- the timelines for participating
- the rules, obligations and rights between you and us;
- the DPS Agreement sign-off process;
- call for competition overview;
- ANNEX A – Financial Assessment template

The other parts are:

- 2) **Customer Needs** – everything you need to know about what the customer needs.
- 3) **The Terms & Conditions (T&Cs)** – DPS Agreement and Contract Order Form and Contract Terms– You will need to agree to sign up to these T&Cs which are non-negotiable.

Make sure you read all the guidance, information and instructions that we provide – they are there to help you to complete your request to participate.

We hope everything is clear – if it is not, we explain in 'how to request to participate' when and how you can ask questions.

## **What 'we' and 'you' means**

When we use "CCS", "Authority" "we", "us" or "our" we mean Crown Commercial Service;

When we use "you" or "your" we mean your organisation, or the organisation you represent, in this competition.

We are the central purchasing body that procures common goods and services for customers including central government departments and the wider public sector.

The Public Contracts Regulations 2015 regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

## Who can request to participate?

We are running this competition using the 'restricted procedure'. This means that anyone can submit a request to participate (submit a bid) in response to the published OJEU contract notice.

You can submit a request to participate as a single legal entity. Alternatively, you can work together with other legal entities to form a Group of Economic Operators. If you do, we ask the Group of Economic Operators to choose a lead member who will submit the bid on behalf of the Group of Economic Operators and you will have to identify what each of the parties is contributing to the bid. You can do this in **Your Request to Participate**.

We recognise that arrangements in relation to Sub-Contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the Vehicle Conversions requirements. You must therefore tell us about any changes to the proposed Sub-Contracting or to the Group of Economic Operators. If you do not, you may be excluded from participating in this competition

We do not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to your ability to meet your obligations under the DPS Agreement (including under any Contract Agreement following a Call for Competition). There is no need to specify Sub-Contractors providing general services to the supplier (such as window cleaners etc.) that indirectly enable the supplier to perform the DPS Agreement. Please read the definition of Sub-Contractor in the DPS Agreement.

If you are awarded a DPS Agreement following appointment to the DPS, any changes to arrangements in relation to Sub-Contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 25 of the DPS Agreement.

## How to request to participate?

1. Your bid **must** be entered via **SID4GOV Supplier Registration/ Selection route** at: <https://sid4gov.cabinetoffice.gov.uk/organisation/register>. We can only accept bids that we receive through this route.
2. You must submit your response in English and through the sid4gov platform only, further guidance on how to complete the standard Selection Questionnaire can be accessed at: <https://sid4gov.cabinetoffice.gov.uk/help/sid4gov/completesq>
3. Your bid must be completed by the organisation that will be responsible for providing the goods and/or services, if you are appointed on to the DPS.

4. Any supporting evidence will be requested via the Sid4gov messaging facility.
5. Do not upload any attachments we haven't asked for.
6. Make sure you answer every applicable question within the SQ.
7. You must complete and submit your request to participate before the Bid Submission Deadline.

### **Selection process:**

8. After the Bid Submission Deadline we will begin with compliance checks.
9. We check all bids to make sure we have received everything we have asked for.
10. We may seek clarification of any information you provide. Don't forget to check for messages regularly at frequent intervals in the Sid4gov messaging system throughout the competition.
11. We will undertake checks where applicable to validate and verify your responses.
12. We will evaluate your responses using the guidance provided at each question.
13. If you are unsure about how to complete any part of this document, you can raise a question via the Sid4gov messaging system.

### **Selection criteria**

14. We may reject your bid or exclude you from the competition at the selection stage for any of the following reasons:
  - i) If you receive a "Fail" for any of the selection questions.
  - ii) Where any of the information you have provided proves to be false or misleading.
  - iii) Where you have broken any of the competition rules (as detailed in this DPS Needs document), or not followed the instructions given.
15. We will tell you if your bid has been rejected or you have been excluded at the Selection Stage.

## Grounds for Exclusion

16. In certain circumstances the Authority is required by law to exclude suppliers from participating in a Procurement. If you cannot answer 'No' to every statement in Part 2 (Mandatory grounds for Exclusion) of the Selection Questionnaire then your request to participate shall be excluded from further participation in the SQ (except where disproportionately small amounts of tax or social security obligations are involved).
17. The Authority is entitled (in its sole discretion) to exclude a supplier from further participation in this request to participate if any of the statements in response to Part 2 (Discretionary grounds for exclusion) of the Selection Questionnaire apply. If you cannot answer 'No' to every statement it is possible, that you will be excluded from this request to participate.

### **'Self Cleaning' (Covering both mandatory and discretionary exclusion):**

18. If you provide sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority may decide that that supplier shall not be excluded from this request to participate. As a minimum, you will have to demonstrate that you have:
  - (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
  - (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
  - (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.
19. The measures you have taken will be considered taking into account the gravity and particular circumstances of the criminal offence or misconduct.
20. The detailed grounds for mandatory and discretionary exclusion of an organisation are set out on this [webpage](#), **which should be referred to before** completing these questions in the SQ.

## Economic and Financial Standing

21. We will undertake an assessment of your economic and financial standing using the DUNS number (as provided by Dun and Bradstreet) for your organisation which you input when registering on the sid4gov Supplier registration system at the following link:  
<https://sid4gov.cabinetoffice.gov.uk/organisation/register>

22. If you indicate as part of the standard SQ at that a DPS Guarantee will be provided, as you do not initially meet the required credit reference agency score as described in point 18 below, the Authority will perform an assessment of the proposed DPS Guarantor's economic and financial standing.
23. The report provided by the credit reference agency (Dun and Bradstreet) will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency is 51 or more, then your Request to participate will continue to proceed in the DPS Selection process.
24. If any of the following circumstances arise:
  - a. the score provided by the credit reference agency is less than 51 and/or;
  - b. no standard credit reference agency score is available for your organisation,
  - c. then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed DPS Guarantor (as the case may be):
    - a statement of your turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading;
    - a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
    - an alternative means of demonstrating financial status.
25. The Authority will use this information as detailed paragraph 19.(c) above, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed DPS Guarantor's financial risk is acceptable. This will be performed using the Authority's financial assessment template that can be viewed at ANNEX A of this DPS Needs document, which covers a range of financial risk indicators.
26. If the Authority then determines that the financial risk is acceptable, then your request to participate will continue to proceed through the DPS Selection Stage process.
27. If the Authority determines that your financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a DPS Guarantor. If you nominate a DPS Guarantor the Authority will undertake the steps as detailed at paragraph (4.c) above in respect of the proposed DPS Guarantor.

28. If, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information has not been provided, **then you will be excluded from further involvement in the procurement.**
29. If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a DPS Guarantee. The Authority will undertake the steps as detailed above in respect of the proposed DPS Guarantor. If a DPS Guarantor cannot be provided and the level of financial risk remains unacceptable, then the Group of Economic Operators will be excluded from further involvement in this Procurement.

### **What is a DPS Agreement?**

A DPS Agreement sets out terms and conditions for bidders satisfying the selection criteria and therefore accepted onto the DPS Agreement and for customers when awarding contracts (call for competition) throughout the entire duration of the DPS Agreement.

If you are a successful bidder, the DPS Agreement will be signed up to electronically and managed by you and us. Customers can then use the DPS Agreement to publish calls for competition to meet their individual service requirements. Each call for competition agreement will be signed and managed by the customer and you. There may be multiple contract agreements under one DPS Agreement.

There are general terms and conditions for the DPS Agreement. One of the schedules of the DPS Agreement 'Schedule 5' sets out the general terms and conditions for the call for competition procedure. You can see the terms and conditions as part of the bid pack for this procurement.

### **Timelines for the request to participate**

These are our intended timelines. We will try to achieve these but, for a range of reasons, dates can change as the competition progresses. We will tell you if and when timelines change:

Publication of the OJEU Contract Notice	21/07/2017
Start Date - Open DPS to bidders to request to participate	17:00 on 23/07/2017
DPS Open to Contracting Authorities for call for competition	9:00 on 24/08/2017

**When and how to ask questions?**

If you have any questions you need to ask them as soon as possible after the publication of the OJEU Contract Notice. This will give you the chance to check that you understand everything before you submit your request to participate via the link detailed as above.

You need to send your questions through the sid4gov supplier messaging system, this is the only way we can communicate with bidders. Try to ensure your question is specific and clear.

The Sid4gov messaging service facilitates all messages sent to you from us and from you to us in relation to this DPS. Please note it is your responsibility to ensure that you access these messages through the Sid4gov system on a regular basis to ensure you have sight of all relevant information and have access to all messages that we have sent to you.

If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.

Remember that you can ask us questions about the DPS Agreement and contract terms but please do not try to 'negotiate' the terms as this is not permitted within the Public Contract Regulations (PCR). All DPS appointments will be made under identical terms.

## **Making the competition work**

1. We run our competitions so that they are fair and transparent for all bidders. This section (Making the competition work) sets out the conditions of participation for this competition. It needs to be read together with the DPS Agreement and with the Customer Needs.

### **What you can expect from us:**

2. We will not share any information from your request to participate bid with third parties, apart from other central government bodies (and their related bodies), which you have identified as being confidential or commercially sensitive. However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

### **What we expect from you:**

3. Make sure you have read and understood the request to participate and corresponding bid pack before you complete the Selection Questionnaire.
4. Please make sure you have read through all the information available to you. This includes any of the responses provided by CCS to any of your questions raised.
5. You must comply with the rules in this bid pack and any other instructions given by us. You must also ensure (where applicable) members of your Group of Economic Operators or sub-contractors comply.

You:

- May submit one bid.

### **Involvement in multiple bids**

6. If you are connected with another bid for this procurement, we may make further enquiries. For example, where:
  - you submit a bid in your own name or as member of a Group of Economic Operators connected with a separate bid; or
  - you submit a bid in your own name which is similar to a separate bid from another bidder within your group of companies.
7. This is so we can be sure that your involvement does not cause:
  - potential or actual conflicts of interest;
  - supplier capacity problems; or
  - restrictions or distortions in competition.

We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

## **Contracting Arrangements**

8. Only you, your nominated sub-contractors or Group of Economic Operators (as set out in your-bid) can provide goods and/or services through the DPS Agreement.

## **Contracting Arrangements for Group of Economic Operators**

9. We may require a Group of Economic Operators to form a specific legal entity when signing a DPS Agreement as per the PCR. We may also require a member of the Group of Economic Operators to sign a DPS guarantee on behalf of the legal entity.
10. Where a Group of economic operators are not intending to form a legal entity each member will sign the DPS Agreement jointly and severally.

## **Bidder conduct and conflicts of interest**

11. You must not attempt to influence the Request to Participate process. For example, you must not directly or indirectly at any time:
  - Collude with other others over the content and submission of bids. However, you may work in good faith with a proposed supplier, Group of Economic Operators member or provider of finance in the event that a guarantor is required.
  - Canvass our staff or advisors in relation to this competition.
  - Attempt to obtain information from any of our staff or advisors about another bidder or bid.
12. You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

## **Confidentiality and Freedom of Information**

13. You must keep the contents of this bid pack confidential (including the fact that you have received it). This obligation shall not apply insofar as:
  - enabling you to submit a bid; or
  - compliance with a legal obligation.

## **Publicity**

14. You must not publicise the goods and/or services or the award of any contract unless we have given express written consent. For example, you are not allowed to make statements to the media regarding any bid or its contents

## **Our rights:**

15. We reserve the right to:

- Waive or change the requirements of this bid pack from time to time without notice.
- 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 of any change in the contracting arrangements between your request to participate and appointment onto the DPS. Or, if you do tell us, allowing the change in the contracting arrangements would result in a breach of law
  - for any other reason set out elsewhere in this bid pack
  - for any reason set out in the Public Contract Regulations 2015
- Terminate the DPS Agreement at any time.
- Make any changes to the timetable, structure or content of the competition.

## **General:**

### **Bid costs**

16. We will not pay your bid costs for any reason e.g. if we terminate or amend the competition.

### **Warnings and disclaimers**

17. We will not be liable:

- where parts of the bid pack are not accurate, adequate or complete; or
- for any written or verbal communications.

18. You must carry out your own due diligence and rely on your own enquiries.

19. This bid pack is not a commitment by us to enter into a contract.

### **Intellectual Property Rights**

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

21. You allow us to copy, amend and reproduce your bid so we can:

- run the competition;
- comply with law and guidance;

- carry out our business.

22. Our advisors, sub-contractors and other government bodies can use your bid for the same purposes.

### **If we accept your Request to Participate:**

Once a bidder response has been fully electronically assessed and is considered as having met the published criteria, they will be appointed to the DPS.

### **The DPS Agreement sign-off:**

If you are a successful and therefore 'appointed' on to the DPS, the DPS Agreement will be electronically signed and managed by you and us.

The DPS Agreement Terms and Conditions that you agreed to comply with at the beginning of the SQ, will require your final sign off.

To ensure a legally binding DPS Agreement between us and you is complete, you must select 'Yes' in the required box on the summary page that you are presented with at the end of the SQ and prior to appointment.

Failure to select 'Yes' at this stage will prevent you from securing your appointment on to the DPS for RM3814 as there will be no legally binding DPS Agreement between you and us.

### **Call for Competition:**

Customers may award contracts by inviting all suppliers to the relevant category to bid in accordance with regulation 54, with the minimum timescale for return of tenders being 10 days. They will do this in line with DPS Agreement Schedule 5 (Call for Competition Procedure) and DPS Schedule 6 (Award Criteria).

### **TUPE Transfer of undertakings (Protection of Employment):**

We consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply at the Call for Competition.

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

## ANNEX A – Financial Assessment Template



Financial Assessment  
Template v1.0.xlsx