

## **TPPL PROCUREMENT SERVICE**

### **Fair usage policy**

#### **1 General**

- 1.1 TPPL, in conjunction with a number of lead contracting authorities, manage a range of Framework agreements and dynamic purchasing systems ("Solutions"). TPPL and the lead contracting authorities permit the members of TPPL ("Members") access to the Solutions.
- 1.2 TPPL provide free support to Members when accessing the available Solutions through provision of the "Procurement Service" as detailed under item 2 below.
- 1.3 The purpose of this Fair Usage Policy is to protect the continued provision of the free Procurement Service for Members by ensuring that available resources are used equitably across the membership.
- 1.4 The Procurement Service is provided to Members on the basis of their acceptance of this Fair Usage Policy.

#### **2 Procurement Service**

TPPL shall provide Members with access to the Solutions and provide the following services with no direct charge, or fee to the Member:

- 2.1 Guidance to Members through the completion of a direct award or mini competition under Solutions.
- 2.2 Access to a range of template procurement documents
- 2.3 Advising Members through evaluation and award process, where necessary
- 2.4 Completion of direct award or mini competition processes via a recognised e-tender portal.
- 2.5 Technical support in identifying appropriate specification of goods and services
- 2.6 Issue of Members feedback to Solution suppliers
- 2.7 Publication of necessary award notices

#### **3 Member Obligations**

The Member, when seeking to use the Procurement Service when accessing Solution(s), should ensure that:

- 3.1 Necessary internal approvals are in place and there is a genuine intention to place an order(s) following completion of a procurement process.
- 3.2 Advice provided by TPPL regarding the approach to the procurement process, market position, tender documentation, and vehicle/equipment specification(s) is observed.
  - 3.2.1 Where a Member fails to observe TPPL's advice regarding a procurement process, including tender documentation, and vehicle/equipment specification(s) that results in a disproportionate number of clarifications from suppliers or a cancellation of a procurement process, the Member may in future be charged nominal fee(s) by TPPL. This includes charges for the management of the clarification process, or potential withdrawal/cancellation of the procurement process.
  - 3.2.2 Any nominal fees referenced in clause 3.2.1 shall be confirmed in writing to the Member prior to the commencement of any future procurement process.

## TPPL PROCUREMENT SERVICE

- 3.3 Progress updates and supporting information requested for procurement activities is provided to TPPL on a timely basis.
- 3.4 Feedback for suppliers is provided within 7 working days following an award decision.

### 4 Fair Use

- 4.1 In the event that:
    - 4.1.1 The Member repeatedly uses the Procurement Service to conduct mini competitions or direct awards, but does not subsequently place order(s); and/or,
    - 4.1.2 The Member repeatedly breaches the obligations outlined within clause 3
- TPPL reserves the right to charge the Member abortive costs of running future procurement activities via the Solutions.
- 4.2 Prior to commencing a procurement activity under any Solution, a Member that has repeatedly used the Procurement Service without subsequently placing an order will be advised that the new activity will be subject to abortive costs should an order not be placed.
  - 4.3 The abortive costs applicable will be advised to the Member prior to commencement of the activity. This will ensure the Member has opportunity not to proceed if there is uncertainty that an order will be placed.