

**DIRECT CALL OFF / DIRECT AWARD**

**PROCUREMENT PROJECT PLAN**

**PROJECT INITIATION DOCUMENT**



*Introduction*

We’ll ask you to complete this document for us to begin working on your project.

Your responses provide us with an opportunity to find out more about the services you require. With this information we can offer you tailored support.

Contents

[*Introduction* 2](#_Toc511984965)

[Core Services: 3](#_Toc511984966)

[Access fees: 3](#_Toc511984967)

[Procurement Guidance 4](#_Toc511984968)

[Project Initiation Checklist 6](#_Toc511984969)

[Terms of Engagement – Our Core Services 11](#_Toc511984970)

# Core Services:

You can find out more about the core services we provide from pages 11 onwards.

Our core services set out the procurement activities SEC provide, including:

* Advice we give on the Public Contract Regulations
* How we manage the procurement
* Our offer as part of this process.

We are happy to help with further support in addition to our core services - please ask us for more information.

# Access fees:

It’s free to access this framework.

A levy/commission of 1.5% for a member and 2.0% for a guest member applies. The cost submitted in the tender return will be inclusive of any levy fee.

# Procurement Guidance

Accessing a SEC framework ensures your organisation is complying with OJEU principles and regulations.

Public procurement rules require any purchase or contract over a certain threshold value to adhere to a strict process as per the Public Contracts Regulations 2015. The threshold values, stated net of VAT, are updated every two (2) years. Frameworks are often used to procure individual contracts above the threshold values. UK policy and EU treaty now requires that all contracts and tender processes – including those below the EU threshold- must adhere to the principles of openness, fairness and non-discrimination. The current OJEU threshold are shown below:



**Services: £181,302**

**Supplies: £181,302**

**Works:** **£4,551,413**

There are 2 routes to calling off a SEC framework – Direct Award or Mini-Competition. You have chosen to use the Direct Award route.

**Direct Award (direct call off)**

You may opt to directly call off from the framework. This means approaching the number 1 ranked contractor on the framework, or, subject to approval, a contractor that isn’t ranked number 1, without re-opening the competition.

**What we’ll ask for from you:**

* Completed project initiation document
* A signed authorising agreement. This will be sent with the project initiation document. The agreement shows you are signing up to use an OJEU compliant framework.
* The specification and cost model you would like to use. Also any KPI’s, specific policies etc which will form part of this contract requirement.
* If TUPE applies the incumbent contractor will need to complete the necessary TUPE spreadsheet.
* If you’d like us to draft a copy of the contract please complete the relevant contract form in the project initiation document. (Please note SEC charge £50.00 plus VAT per JCT contract drafted. TPC Contracts are £22.00 plus VAT per copy). A copy of the draft contract will be issued with the tender documents. This will ensure the tenderers are familiar with the Terms & Conditions of the contract and can raise any questions they have during the tender period.
* If the draft contract needs to be approved / reviewed by a legal team before issuing please let us know.

**What we’ll do for you:**

* We’ll arrange for you and the prospective supplier to meet and discuss your specific requirements.
* We’ll ask for details pricing agreed so that we can make sure it is compliant with the framework price model. We’ll draft the contract for you, if you wish, as detailed above.
* We will write a tender report for your approval
* We’ll send a letter to the contractor to confirm the details of the direct award.
* We’ll arrange for the contract (if SEC draft it) to be finalised and issued for signing.
* SEC can attend pre-contract meetings if required.

Project Initiation Checklist

|  |
| --- |
| 1. **PROJECT NAME:** |
|  |
| **SCOPE OF SERVICES (what will the contract cover) including geographical location (s). Please provide a copy of your asset list (if applicable)** |
| If your call off requirements fit in with the scope of the framework, the framework specification and pricing model will apply. **However,** if you require something slightly different to the framework requirements, framework linked bespoke pricing will need to be agreed with the contractor. We can help with this by making sure this link with the framework is established.  **If the requirements are different from the framework specification, do you have a specification and pricing document ready?**  Yes  No  If no do you need technical assistance to prepare a specification and pricing model? Our Technical Services Manager can assist if required. You can find more details about this in our Core Services section starting on page 11 of this document.  Yes  No |

|  |
| --- |
| 1. **PROCUREMENT – DIRECT CALL OFF / DIRECT AWARD** |
| We will arrange a date for the Service Provider to meet with you to discuss your requirements further. Do you require SEC to be part of this meeting input from us regarding topics you should cover?  Yes  No, not necessary |
| Once you have met with the Service Provider you will need to let us know;   * If you are happy to proceed * How pricing has been agreed – if bespoke pricing is required this needs to link back to the framework – please send us details so that we can verify this and ensure framework compliancy prior to any award. * What has been agreed in terms of Access Arrangements (if applicable) * What TUPE arrangements have been agreed (if applicable) * Any policies / procedures you want included in the contract pack |
| **Please provide details of the person who will be running this contract on behalf of your organisation, once live.**  Name & Role:  Email address: |
| **When would you like the contract to start?** |
| **Is the anticipated start on site date different from the contract start date? If it is please provide the anticipated date below** |
| **How long is the contract period?** |
| **Would you like any provisional extensions to be added to the contract?**  Yes  No  **If you answered yes, please advise the extension period(s) you would like added to your contract.** |
| **What is the expiry date of your current contract?** *if applicable* |
|  |
| **3. COSTS – please provide as much information as you can regarding previous costs and future budgets. We need to validate the information provided for this tender exercise. Costs to exclude VAT.** |
| **Please provide the estimated annual budget for this contract**  £       excluding VAT. |
| **If there are any extensions to the contract, is the annual budget the same for the extension period?**  Yes  No  If no, what is the annual budget for the extension period?  £       excluding VAT. |
| **Do you require pricing submitted by the tenderer to be inclusive of exclusive of VAT?**  Inclusive  Exclusive |
| **Our standard wording to be included in the tender document regarding contract uplift is –**  ***The service provider may make an annual recommendation to the member from year 2 of a call off onwards based on a maximum of CPI. This will be for consideration only.*** |
| Are you happy for the above wording to be added into the contract document regarding annual recommendations for uplifts?  Yes  No  If no, please provide your specific wording to be included regarding contract uplift consideration. |
| **PLEASE NOTE**  **On completion of the procurement process we’ll request confirmation of your planned annual spend for the contract, including your forecast annual spend pattern for the works.**  **We will contact you once the contract is awarded to finalise this detail.** |

|  |
| --- |
| **Do you have certain organisational policies to be issued with the contract documents?**  Yes – if yes please email a copy of the relevant ones to us.  No |
|  |

|  |
| --- |
| 1. **CONTRACT PARTICULARS** |
| **Would you like SEC to draft the contract documents or will you provide your own copy?**  **If we prepare and issue the contract, there will be a charge of £50.00 (+ VAT) per copy for JCT contracts and £22.00 (+ VAT) per copy for the TPC 2005.**  **We will raise an invoice once a quarter for all contracts sent. We will ask you for a purchase order number so we can quote this on our invoice.** |
| SEC to draft  Client own draft contract – ***please email us a copy of the draft contract so that we can advise the prospective contractor.*** |
| **What type of contract would you like to use?** |
| TPC Term Partnering 2005  TAC-1 Term Alliance Contract  JCT Minor Works 2016  JCT Measured Term 2016  JCT Consultancy Agreement 2016  JCT Intermediate Building Contract 2016  Other form of JCT 2016 Contract        other form of JCT Contract  Client’s own / bespoke contract  Do you require the contract signed as a deed or under hand?  As a Deed  Under Hand  If attested as a Deed how do you sign / seal the contracts?  2 x Directors and Company Secretary  Single Director Signature plus witness  Company Seal plus signatures |
| **If you wish SEC to draft the contract, are there any specific amendments / clauses required?**  If yes, please provide them in a separate appendix or in the space below. |
| **Do you require KPI’s to be included in the contract?**  If yes, please provide them in a separate appendix or in the space below. |
| **Please provide your payment terms.** (i.e. 14 / 28 days in arrears) |
| **Do you require the successful tenderer to have a Bond or Company Guarantee?**  Yes  No |
| **Will CDM apply to this contract?**  Yes  No  If yes, please provide the full name and address of the Principal Designer |
| **Please provide the name and address of the contract administrator** |
| **Will Liquidated Ascertained Damages (LAD’s) apply to this contract?**  Yes  No  If yes, what is the rate and what period will it apply to? |
|  |
| **Dispute Resolution – please provide the names and job titles for the 3 lines of escalation relating to this contract** |
| Level 1 – Contract Manager       *name and job title*  Level 2 – Director Level       *name and job title*  Level 3 – Chief Executive / Director       *name and job title* |
|  |

# Terms of Engagement – Our Core Services

These Terms of Engagement confirm the basis on which we provide our core procurement services to avoid any misunderstandings of our respective responsibilities.

**Inclusions**

The above scope of works is based upon the following assumptions.

* You have a clear concept of what you wish to achieve from the procurement (outcomes).
* SEC will attend up to two scoping meetings to assist you to determine the aims for your procurement.
* You’ll need to be able to approve the documentation provided by SEC to ensure that it meets your aims, objectives and operational needs.
* You’re responsible for developing the specification and pricing models to be used in the procurement. If you wish to have assistance in developing these documents SEC can provide this service. Please ask us for more details and we’ll share our Additional Services document with you.
* SEC will draft the contract using the JCT suite of contracts or the TPC / TAC-1 from the ACA. You’re responsible for determining what form of contract should be used and for providing SEC with any amendments the client requires together with the insertions required. You’ll take independent legal advice if required (not included in the SEC fee) to assist in writing amendments to the standard form of contracts. SEC will incorporate the insertions / amendments required, produce draft documents for your approval and produce the final contract documents for signing by the contractor / consultant and client.
* For mini-tenders SEC will send out expressions of interest and collate responses and pass on to you prior to any procurement taking place.
* You’ll determine/agree the quality questions / weightings to be used. Once you approve the questions they’ll be incorporated into the tender documents.
* SEC will manage the procurement aspects to enable you to access SEC frameworks in a timely and cost effective way. SEC will draft the mini-competition document setting out the key facts around how the tender shall operate, quality questions and weightings, the price matrix along with the Form of Tender etc. for your approval.
* When all the contract documentation has been approved, SEC will set up the tender using Delta and manage the process until the tender closing date. This includes acting as a gatekeeper on clarification questions (passing tenderer questions on to you to enable us to reply back to tenderers).
* When the tenders have been submitted SEC will collate their prices and quality statements and summarise the responses, which will be passed on as submitted without any review by SEC (any review is to be carried out by the client). If required by the client SEC will facilitate evaluation meetings with the evaluation panel (this includes attending the client’s office for one day, training the panel and summarising the evaluations of the panel. If other days are required then the client will carry out this themselves). SEC will prepare a tender report for the client to use in their own reports to Board / Committee / Cabinet if required.
* SEC will provide information to assist you with all aspects of the procurement. If SEC provide specification and / or price models from the frameworks and the client then terminates the agreement or stops the procurement, SEC shall, at its discretion, charge for the provision of these documents, based on the costs SEC has incurred or the time spent by SEC using the day rates noted in this document. Similarly, if the procurement is abandoned by the client for no fault of SEC then SEC reserves the right to charge for the costs SEC has incurred or the time spent by SEC using the day rates noted in this document. It should be noted, however, you must adapt the framework specification and price model to suit your own purposes as these are generic documents.
* Where you wish to call-off a contractor from the framework this shall be done by SEC in compliance with the procurement regulations. SEC will complete the services noted above except those that relate to the tender exercise as this is not required for a call-off.

**Exclusions**

Below areas are excluded from the current scope of works.

* You’re responsible for providing relevant information to the project, your aims and details on how you wish to achieve your aims.
* SEC will provide advice on how to move forward in the various areas covered by this brief but the final decision on any course of action will be for you to make.
* SEC is not responsible for the preparation of the technical documents (contract, preliminaries, specification, price models and health and safety related items). If you wish for SEC to evaluate documents and advise on improvements “SEC Terms of Engagement – Additional Services” document refers. We will share this with you for agreement on additional services if applicable.
* You’re responsible for preparing the project timetable and ensuring all parties complete their tasks on time. SEC will ensure that any tasks within their direct responsibility will be completed to your timetable when they have been jointly agreed by the client and SEC.
* If the client wishes to have SEC attend more than one day to facilitate quality evaluations then this is chargeable at the rates noted below.
* SEC will complete the contract documents as instructed by you but each JCT copy of the contract will be charged at £50 per copy plus VAT (this is required under the terms of the license agreement between SEC and JCT – there is no mark-up from SEC). Copies of the TPC / TAC-1 will be charged at £25 per copy plus VAT to cover the cost of purchasing the contracts.
* Independent legal advice that may be required at various stages is not included in the quoted costs.

Additional disbursements (for additional days not in the inclusions) for travel, printing costs and other miscellaneous expenses shall be added to the project fee as they occur but only after prior approval of these costs by the client.

Additional daily rates are currently as follows:

|  |  |
| --- | --- |
| Job Title / Role | Daily Rates |
| Procurement Team Member | £350.00 |
| Manager | £450.00 |
| Technical / asset related advice | £450.00 |
| Managing Director | £600.00 |

NOTE - on contract commencement the client shall support SEC by providing the details of the monthly certified payments under the contract. These details shall be provided within 3 days of the certificate, or any other notice for payment, being written.

Once agreed, these terms will remain effective from the date of signature until they are replaced. Either party may vary or terminate SEC’s authority to act on the client’s behalf at any time without penalty. Notice of termination must be given in writing. Any work completed from the date of instruction to termination shall be charged for, at SEC’s discretion, using the daily rates noted above, for days expended on this service.

|  |
| --- |
| **Signatory:**  **Please sign below to show that you have read and understood the information contained in this project plan.**  **The initial meeting with the prospective contractor will be arranged once this document has been signed and returned to us.** |
| Name: |
| Title / Position: |
| Organisation: |
| Registered Address: |
| Company Registration number: |
| Signature: |
| Date: |