

**BESPOKE PROCUREMENT**

**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.

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# Core Services:

You can find out more about the core services we provide from pages 14 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.

# Procurement Guidance

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 thresholds are shown below:



**Services: £189,330**

**Supplies: £189,330**

**Works:** **£4,733,252**

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**What we’ll ask for from you:**

* Completed project initiation document.
* The specification and cost model you would like to use. Also any KPI’s which will relate to this contract.
* A comprehensive property or asset list.
* If TUPE applies, the incumbent contractor will need to complete the necessary TUPE spreadsheet.
* Potential dates for the written evaluation. SEC will arrange this date with you as the tender documents are released. The evaluation panel should be a minimum of 2 representatives from your organisation. Residents can be involved too.
* If you’d like us to draft a copy of the contract please select the relevant section in the project initiation document. 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 your legal team before issuing please let us know.

**What we’ll do for you:**

* We’ll work with you regarding the tender documents.
* We’ll draft the contract for you, if you wish, as detailed above.
* We’ll send you a draft of the tender documents for approval by your legal / compliance team.
* Once you’re happy with the documents we’ll issue them via MyTenders. This is the OJEU compliant web portal we use. Tenderers are given a deadline which is stated on the portal. Tenderers are to upload their submissions into a secure lock box. SEC isn’t unable to go into the lock box until the deadline has passed.
* Once the deadline has passed we’ll carry out the financial evaluation element.
* The quality elements are assessed by you as the customer. We can facilitate this process for you.
* We collate all scores and advise you of the results. We will write a tender report for your approval
* Once the results have been approved we’ll send out the award decision letters.
* 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 Bespoke Procurement

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| 1. **PROJECT NAME:**
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|       |
| **SCOPE OF SERVICES (what will the contract cover) including geographical location(s). Please provide a copy of your asset list (if applicable)** |
|      **Do you have a specification and pricing document ready?** [ ]  Yes[ ]  NoIf 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 14 of this document. [ ]  Yes[ ]  No |

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| 1. **PROCUREMENT**
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| **Would you like SEC to be part of an initial scoping meeting to discuss your requirements further?**[ ]  Yes*If yes, please provide a suitable date / time. Please advise whether you require a face to face meeting or teleconference.*     [ ]  No, not necessary  |
| **Please provide details of the person who will be running this contract on behalf of your organisation, once live.**Name & Role:      Email address:       |
| **How many tender submissions do you require to meet your internal policies?**     **Please advise us how you would like to proceed should you not receive sufficient submissions to satisfy your internal policies**      |
| **Does Section 20 apply to this contract?** [ ]  Yes[ ]  No**If it does apply, can you tell us if you’ve started your consultation process? If not, when will it begin?**     **If the process has started, when is it due to end?**       |
| **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*      |
| **Will TUPE apply?** [ ]  Yes[ ]  No |
| **Who is your incumbent contractor?** *if applicable*      |
| **If TUPE does apply, your incumbent contractor will need to complete a TUPE spreadsheet. This will be sent to you separately.** **Please email the completed spreadsheet to SEC. We’ll issue it with the tender documents.** **It’s the tenderer’s responsibility to make contact with the incumbent contractor to discuss TUPE further.** **PLEASE NOTE: TUPE is determined by the outgoing contractor. Negotiations regarding TUPE transfers will be between the incoming and outgoing contractor.** |
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| **3. COSTS – please provide as much information as you can regarding previous costs and future budgets. We will 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[ ]  NoIf 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 tender document regarding annual recommendations for uplifts? [ ]  Yes[ ]  NoIf no, please provide your specific wording to be included regarding contract uplift consideration.      |

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| 1. **SELECTION PROCESS AND CRITERIA**
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| **What would like the cost / quality split to be?**       % for cost       % for quality **Do you require the quality submissions to be anonymous?** [ ]  Yes [ ]  No**Do you require equal weightings for all the quality questions? If not, please state the individual weightings that you would like to apply to each question.**       |
| **Will residents be involved in the quality evaluation?**[ ]  Yes[ ]  No |
| **Do you require interviews as part of the quality assessment** (dates can be arranged once the documents have been issued)[ ]  Yes[ ]  No**If you are including interviews, will interview questions be provided ahead of the interview session or on the day?**      **If you are including interviews, how much of the quality weighting will be apportioned to the them? i.e. 15% of the allocated quality weighting.**       %**Will residents be included in the interview panel?** [ ]  Yes[ ]  No |

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| **Evaluation of quality responses and interviews (if applicable)** |
| **Would you like SEC to facilitate the quality evaluation session** (date to be agreed) [ ]  Yes[ ]  No |
| **Do you have an internal project team who will evaluate the quality submissions?**[ ]  Yes[ ]  NoIf no, please let us know if you’d like to discuss how SEC can support you with this. |
| **Would you like SEC to facilitate / be present at the interview** (if applicable) [ ]  Yes[ ]  No |

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| **QUALITY QUESTIONS** **Please include the tender quality questions you’d like to ask the tenderers. We’d suggest no more than 4 questions.** **SEC can provide some example questions if required. If examples are required, please contact us and provide details of the areas you’d like us to focus on** |
| **Question 1**      |
| **Question 2**      |
| **Question 3**      |
| **Question 4**      |
| **For each quality response please state the word / page limit the tenderer should adhere to.**       |
| **If this is a service contract, do you require any form of Social Value? This will form part of the contract for the successful tenderer** (as per the Social Value Act 2013)[ ]  Yes[ ]  No**If yes, please provide your specific details so we can include in the tender documents.**      |
| **Do you have organisational policies to be issued with the tender pack?** [ ]  Yes – if yes, please email back to us with this completed document[ ]  No |
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| 1. **CONTRACT PARTICULARS**
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| **Would you like SEC to draft the contract documents, or will you provide your own copy?**  |
| [ ]  SEC to draft[ ]  Client own draft contract – ***please email us a copy of the draft contract so that we can issue this with the tender documents.***  |
| **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 contractDo you require the contract signed as a deed or under hand?[ ]  As a Deed [ ]  Under HandIf 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 advise 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[ ]  NoIf 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[ ]  NoIf yes, what is the rate and what period will it apply to?       |
| **Are retentions to be held on this contract?** [ ]  Yes[ ]  NoIf yes, what is the percentage rate?       |
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| **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* |
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# 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:

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| 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.

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| **Signatory:** **Please sign below to show that you have read and understood the information contained in this project plan.** |
| Name:        |
| Title / Position:       |
| Organisation:       |
| Registered Address:       |
| Company Registration number:        |
| Signature:       |
| Date:       |