



**Southampton City Council**

# **PITCHED ROOF REPLACEMENT PROGRAMME**

**SECTION 1.3**

**CALL-OFF PROCEDURE**

# Procurement Services

Last updated: 15<sup>th</sup> July 2019

## 1.0 Purpose

- 1.1 The purpose of this document is to provide the details of the procedure for selecting a Framework Provider for the delivery of each Task which the Employer requires to be carried out under the Employer's Framework Arrangements for Pitched Roof Replacement & Refurbishment Works.
- 1.2 Capitalised terms in this document shall be given the meaning attributed to them in the Framework Agreement unless the context otherwise requires.
- 1.3 The Framework Arrangements provide for:-
  - 1.3.1 the appointment of a single Framework Provider for delivering the Initial Works being those listed within paragraph A12/110 of the Works Preliminaries bill and any associated variations to these Works; and
  - 1.3.2 the running of one or more mini-competitions to select a Framework Provider to deliver each further Task in addition to that of completing the Initial Works.

## 2.0 Initial Works

- 2.1 The Order for the Initial Works, where the Employer chooses to place such an Order (and for the avoidance of doubt neither the Framework Arrangements nor the Framework Agreement place any obligation on the Employer to place any Orders and the Employer reserves the right to deliver any particular requirement itself or using a third party contractor) shall be placed with the Framework Provider submitting the highest scoring tender pursuant to the Invitation to Tender.
- 2.2 The Framework Provider selected to deliver the Initial Works shall enter into an Underlying Contract in the form set out with the Invitation to Tender.

## 3.0 Mini-Competition

- 3.1 Where the Employer has a requirement for a Task to be carried out by a Framework Provider it shall, save in respect of the Initial Works, follow the procedure set out in paragraphs 3.2 to 3.3 below.
- 3.2 The Employer shall issue to each Framework Provider an invitation to take part in the Mini-competition (an 'Invitation to Compete') and the invitation shall include the Underlying Contract and such documents, drawings, specifications, work schedules, preliminaries, contract particulars, pricing schedules and other relevant tender documents as necessary to define its requirements for the Task and shall include a statement of its requirements for the contents of the response to the Invitation to Compete required from Framework Providers, the rules applicable to the Mini-competition and the date by which each Framework Provider's tender in response to the Invitation to Compete must be submitted. No tender submitted after the relevant deadline will be accepted by the Employer.
- 3.3 The Employer shall evaluate each tender submitted in response to an Invitation to Compete on the basis of price alone (or on price and quality, as appropriate to the requirement) and shall set out in the Invitation to Compete the specific details of how bids will be evaluated in respect of each Task required.

3.4 The Framework Provider selected to deliver the relevant Task shall enter into an Underlying Contract in the form included in the Invitation to Compete.

3.5 The Employer shall not be required to issue an Invitation to Compete to any Framework Provider in any of the following circumstances:-

- *[list here any suspension events, e.g. late completion of previous tasks, failure to respond to invitation to compete]*

and where the Employer considers that any of the circumstances apply he shall give notice of such to the relevant Framework Provider.

3.6 Where any of the circumstances set out in paragraph 3.5 above apply, if the relevant Framework Provider submits evidence to the Employer's reasonable satisfaction that as relevant the circumstances do not in fact apply or no longer apply or that the Framework Provider has taken reasonable steps to ensure that the circumstances are not repeated then the Employer shall give the Framework Provider notice that it will receive future Invitations to Compete subject to it not being subject to any of the circumstances set out in paragraph 3.5 at any future time.

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