FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE

If the Authority or any Other Contracting Authority decides to source the Goods and Services through this Framework Agreement then it will award its Goods and Services Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

If a Contracting Authority can determine that:

* + 1. its Goods and Services Requirements can be met by the Framework Suppliers’ catalogues and description of the Goods and Services as set out in Framework Schedule 2 (Goods and Services and Key Performance Indicators); and
    2. all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms);

then the Contracting Authority may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Authority:

* + 1. requires the Supplier to develop proposals or a solution in respect of such Contracting Authority’s Goods and Services Requirements; and/or
    2. needs to amend or refine the Template Call Off Terms to reflect its Goods and Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Contracting Authority shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 0 below.

DIRECT ORDERING WITHOUT A FURTHER COMPETITION

Any Contracting Body awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall::

* + 1. develop a clear Statement of Requirements;
    2. apply the Direct Award Criteria to the Framework Suppliers’ Catalogues and Description of the Goods and/or Services as set out in Attachment 4b Framework Agreement Schedule 2 Part A (Goods and Services) for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution;
    3. on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 7 below

FURTHER COMPETITION PROCEDURE

Contracting Authority’s Obligations

Any Contracting Authority awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:

* + 1. develop a Statement of Requirements setting out its requirements for the Goods and Services and identify the Framework Suppliers capable of supplying the Goods and Services;
    2. amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Goods and Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
    3. invite tenders by conducting a Further Competition Procedure for its Goods and Services Requirements in accordance with the Regulations and Guidance and in particular:
    4. apply the Further Competition Award Criteria to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Goods and Services Requirements;
    5. on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with paragraph 7 which Call Off Agreement shall:
       1. state the Goods and Services Requirements;
       2. state the tender submitted by the successful Framework Supplier;
       3. state the charges payable for the Goods and Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
       4. incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Authority in accordance with paragraph 3.1.2 above) applicable to the Goods and Services,
    6. provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

The Supplier's Obligations

The Supplier shall in writing, by the time and date specified by the Contracting Authority following an invitation to tender pursuant to paragraph 3.1.3 above, provide the Contracting Authority with either:

* + 1. a statement to the effect that it does not wish to tender in relation to the relevant Goods and Services Requirements; or
    2. the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
       1. an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
       2. a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
       3. a proposal covering the Goods and Services Requirements.
    3. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 0 shall be based on the Charging Structure and take into account any discount to which the Contracting Authority may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).
    4. The Supplier agrees that:
       1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 0 shall remain open for acceptance by the Contracting Authority for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Authority in accordance with the Call Off Procedure); and
       2. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
          1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
          2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

NOT USED [E AUTIONS]

NO AWARD

Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Contracting Authority shall be entitled at all times to decline to make an award for its Goods and Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Agreement.

RESPONSIBILITY FOR AWARDS

The Supplier acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

* + 1. the conduct of Other Contracting Authorities in relation to this Framework Agreement; or
    2. the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Authorities entered into pursuant to this Framework Agreement.

CALL OFF award PROCEDURE

Subject to paragraphs 1 to 6 above, a Contracting Authority may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Authority in accordance with paragraph 3.1.2 above) of the Template Order Form set out in Framework Schedule 4 (Template Order Form and Template Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 7 shall not constitute a Call Off Agreement under this Framework Agreement.

On receipt of an order form as described in paragraph 7.1 from a Contracting Authority the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Authority concerned.

On receipt of the signed order form from the Supplier, the Contracting Authority shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.