



## PERSONAL PROTECTIVE EQUIPMENT FRAMEWORK REF: 3763

### FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

#### 1. AWARD PROCEDURE

1.1 If the Authority or any Other Contracting Body decides to source the Goods and/or Services through this Framework Agreement then it will award its Goods and/or 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.

1.2 If a Contracting Body can determine that:

1.2.1 its Goods and/or Services Requirements can be met by the Framework Supplier's catalogue/description of the Goods and/or Services as set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and 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 Body may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

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

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Body's Goods and/or Services Requirements; and/or

1.3.2 needs to amend or refine the Template Call Off Terms to reflect its Goods and/or Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Contracting Body shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

#### 2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1.2 above any Contracting Body awarding a Call Off

Agreement under this Framework Agreement without holding a further competition shall:

- 2.1.1 develop a clear Statement of Requirements;
- 2.1.2 apply the Direct Award Criteria to the catalogue of the Goods and/or 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; and
- 2.1.3 on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 7 below.

### 3. FURTHER COMPETITION PROCEDURE

#### **Contracting Body's Obligations**

- 3.1 Any Contracting Body awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:
  - 3.1.1 develop a Statement of Requirements setting out its requirements for the Goods and/or Services and identify the Framework Suppliers capable of supplying the Goods and/or Services;
  - 3.1.2 amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Goods and/or Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
  - 3.1.3 invite tenders by conducting a Further Competition Procedure for its Goods and/or Services Requirements in accordance with the Regulations and Guidance and in particular:
    - (a) Not used
    - (b) if an Electronic Reverse Auction is not used, the Contracting Body shall:
      - (i) invite the Framework Suppliers identified in accordance with paragraph 3.1.1 to submit a Bid in writing for each proposed Call Off Agreement to be awarded by giving written notice by email to the relevant Supplier Representative of each Framework Supplier;
      - (ii) set a time limit for the receipt by it of the Bids which takes into account factors such as the complexity of the subject matter of the proposed Call Off Agreement and the time needed to submit Bids; and
      - (iii) keep each Bid confidential until the time limit set out for the return of Bids has expired.
  - 3.1.4 apply the Further Competition Award Criteria to the Framework Suppliers' compliant Bids submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Goods and/or Services Requirements;
  - 3.1.5 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:

- (a) state the Goods and/or Services Requirements;
  - (b) state the Bid submitted by the successful Framework Supplier;
  - (c) state the charges payable for the Goods and/or Services Requirements in accordance with the Bid submitted by the successful Framework Supplier; and
  - (d) incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Body in accordance with paragraph 3.1.2 above) applicable to the Goods and/or Services,
- 3.1.6 provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their Bids were unsuccessful.

### **The Supplier's Obligations**

- 3.2 The Supplier shall in writing, by the time and date specified by the Contracting Body following a Request for Proposal pursuant to paragraph 3.1.3 above provide the Contracting Body with either:
- 3.2.1 a statement to the effect that it does not wish to Bid in relation to the relevant Goods and/or Services Requirements; or
  - 3.2.2 the full details of its Bid made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a Bid, it should include, as a minimum:
    - (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
    - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
    - (c) a proposal covering the Goods and/or Services Requirements.
    - (d) Not used
    - (e) confirmation of discounts applicable to the Goods and/or Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).
  - 3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Contracting Body may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).
  - 3.2.4 The Supplier agrees that:
    - (a) all Bids submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Body for ninety (90) Working Days (or such other period specified in the Request for Proposal issued by the relevant Contracting Body in accordance with the Call Off Procedure); and

- (b) all Bids 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 Bid 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:
  - (i) communicate to any person other than the person inviting these Bids the amount or approximate amount of the Bid, except where the disclosure, in confidence, of the approximate amount of the Bid was necessary to obtain quotations required for the preparation of the Bid; and
  - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a Bid or as to the amount of any Bids to be submitted.

#### 4. E-AUCTIONS

##### 4.1 Not used

#### 5. NO AWARD

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

#### 6. RESPONSIBILITY FOR AWARDS

6.1 The Supplier acknowledges that each Contracting Body 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:

6.1.1 the conduct of Other Contracting Bodies in relation to this Framework Agreement; or

6.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.

#### 7. CALL OFF AWARD PROCEDURE

7.1 Subject to paragraphs 1 to 6 above, a Contracting Body may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as as may be amended or refined by the Contracting Body 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.

- 7.2 On receipt of an order form as described in paragraph 7.1. above from a Contracting Body 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 Body concerned.
- 7.3 On receipt of the signed order form from the Supplier, the Contracting Body 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.