

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE

1.1 If CSL 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 The Supplier shall be fully responsible for all its costs arising from this Framework Schedule 5. The Supplier acknowledges and agrees that in no event shall CSL have any liability for such costs, in whole or in part, at any time and even where CSL decide not to appoint the Supplier for any reason including but not limited to the circumstances set out in paragraph 5 below.

1.3 If CSL can determine that:

1.3.1 its Goods and/or Services Requirements can be met by the Framework Suppliers’ catalogues and description of the Goods and/or Services as set out in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); and

1.3.2 all of the terms of the proposed Call Off Contract 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 CSL may award a Call Off Contract in accordance with the procedure set out in paragraph 2 below.

2. DIRECT ORDERING

2.1 Subject to paragraph 1.3 above when awarding a Call Off Contract under this Framework Agreement CSL shall develop a clear Statement of Requirements and award the Call Off Contract to the Supplier in accordance with paragraph 7 below.

3. NOT USED

4. NOT USED

5. NO AWARD

5.1 Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 2, the Contracting Authority 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 CSL to award any Call Off Contract.

6. RESPONSIBILITY FOR AWARDS

6.1 The Supplier acknowledges that CSL is independently responsible for the conduct of its award of Call Off Contracts 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 CSL in relation to this Framework Agreement; or
- 6.1.2 the performance or non-performance of any Call Off Contracts between the Supplier and CSL entered into pursuant to this Framework Agreement,

7. CALL OFF AWARD PROCEDURE

- 7.1 Subject to paragraphs 1 to 6 above, CSL may award a Call Off Contract to the Supplier by sending (including electronically) a signed Call Off Contract (as may be amended or refined by CSL in accordance with paragraph **Error! Reference source not found.** above).
- 7.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Contract) which is not as described in this paragraph 7 shall not constitute a Call Off Contract under this Framework Agreement.
- 7.3 On receipt of the Call Off Contract as described in paragraph 7.1 from CSL the Supplier shall accept the Call Off Contract by promptly signing and returning (including by electronic means) a copy of the completed Template Order Form to CSL (as appropriate).
- 7.4 On receipt of the signed order form from the Supplier, CSL shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Contract shall be formed.
- 7.5 Once the Call Off Contract has been formed CSL or its Service Recipients are permitted to request specific services in accordance with the terms of the clause 8 of the Call Off Contract.