

## FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

### 1. AWARD PROCEDURE

1.1 Where the Contracting Authority is CSL, it may only source the Services under this Framework Agreement through the Direct Award Procedure where it is unable to source the same or similar services under the 'A' Lots of Framework RM3823. It may however, source Services under this Framework Agreement under a Further Competition Procedure at any time.

1.2 If a Contracting Authority 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.

1.3 If a Contracting Authority 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 the Contracting Authority may award a Call Off Contract in accordance with the procedure set out in paragraph 2 below. For the avoidance of doubt, where a Contracting Authority requires Additional Services, the Contracting Authority must award a Call Off Contract in accordance with the Further Competition Procedure set out in paragraph 3 below.

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

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

1.4.2 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 Authority shall award a Call Off Contract 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 1.3 above any Contracting Authority awarding a Call Off Contract 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 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) 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 Contract with the successful Framework Supplier in accordance with paragraph 7 below.

### **3. FURTHER COMPETITION PROCEDURE**

#### **Contracting Authority's Obligations**

3.1 Any Contracting Authority awarding a Call Off Contract 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) if an Electronic Reverse Auction (as defined in paragraph 4 below) is to be held, the Contracting Authority shall notify the Framework Suppliers identified in accordance with paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in paragraph 4.3; or
  - (b) if an Electronic Reverse Auction is not used, the Contracting Authority shall:
    - (i) invite the Framework Suppliers identified in accordance with paragraph 3.1.1 to submit a tender in writing for each proposed Call Off Contract 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 tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Contract and the time needed to submit tenders; and
    - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired.
- 3.1.4 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 Contract for its Goods and/or Services Requirements;
- 3.1.5 on the basis set out above, award its Call Off Contract to the successful Framework Supplier in accordance with paragraph 7 which Call Off Contract shall:
- (a) state the Goods and/or Services Requirements;

- (b) state the tender submitted by the successful Framework Supplier;
  - (c) state the charges payable for the Goods and/or Services Requirements in accordance with the tender 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 Authority 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 tenders were unsuccessful.

**The Supplier's Obligations**

3.2 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:

- 3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Goods and/or Services Requirements; or
- 3.2.2 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:
  - (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) 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 Authority may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).
- 3.2.4 The Supplier agrees that:
  - (a) all tenders 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 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
  - (b) 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:

- (i) 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
- (ii) 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.

#### 4. E-AUCTIONS

- 4.1 The Contracting Authority shall be entitled to formulate its Statement of Requirements in accordance with paragraph 3 above and invite the Supplier to a Further Competition Procedure including a reverse auction in accordance with the rules laid down by the Contracting Authority and the Regulations.
- 4.2 The Supplier acknowledges that Contracting Authorities may wish to undertake an electronic reverse auction, where Framework Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**").
- 4.3 Before undertaking an Electronic Reverse Auction, the relevant Contracting Authority will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Contracting Authority will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
- 4.4 The Contracting Authority will inform the Framework Suppliers of the specification for the Electronic Reverse Auction which shall include:
  - 4.4.1 the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
  - 4.4.2 the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
  - 4.4.3 any limits on the values which may be submitted;
  - 4.4.4 a description of any information which will be made available to Framework Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
  - 4.4.5 the conditions under which Framework Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
  - 4.4.6 relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
  - 4.4.7 subject to paragraph 4.5, the date and time of the start of the Electronic Reverse Auction; and
  - 4.4.8 details of when and how the Electronic Reverse Auction will close.
- 4.5 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
- 4.6 Throughout each phase of the Electronic Reverse Auction the Contracting Authority will communicate to all Framework Suppliers sufficient information to enable them to ascertain their relative ranking.

4.7 The Supplier acknowledges and agrees that:

- 4.7.1 the Contracting Authority and its officers, servants, agents, group companies, assignees and customers (including the Authority) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
- 4.7.2 its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
- 4.7.3 it will comply with all such rules that may be imposed by the Contracting Authority in relation to the operation of the Electronic Reverse Auction.

4.8 The Contracting Authority will close the Electronic Reverse Auction on the basis of:

- 4.8.1 a date and time fixed in advance;
- 4.8.2 when no new prices or values meeting the minimum differences required pursuant to paragraph 4.4.5 have been received within the prescribed elapsed time period; or
- 4.8.3 when all the phases have been completed.]

## **5. NO AWARD**

5.1 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/or Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Contract.

## **6. RESPONSIBILITY FOR AWARDS**

6.1 The Supplier acknowledges that each Contracting Authority 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 Other Contracting Authorities in relation to this Framework Agreement; or
- 6.1.2 the performance or non-performance of any Call Off Contracts between the Supplier and Other Contracting Authorities entered into pursuant to this Framework Agreement,

6.1.3 except where the Authority is awarding the Call Off Contract itself.

## **7. CALL OFF AWARD PROCEDURE**

7.1 Subject to paragraphs 1 to 6 above, a Contracting Authority may award a Call Off Contract to the Supplier by sending (including electronically) a signed Call Off Contract order form substantially in the form (as may be amended or refined by the Contracting Authority in accordance with paragraph 3.1.2 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 a Contracting Authority 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 the Contracting Authority concerned.

7.4 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 Contract shall be formed.

## **FRAMEWORK SCHEDULE 6: AWARD CRITERIA**

### **1. GENERAL**

- 1.1 This Framework Schedule 6 is designed to assist Contracting Authorities seeking to award a Call Off Contract on the basis of direct award or through reopening competition under a Further Competition Procedure in accordance with the Call Off Procedure.
- 1.2 A Call Off Contract shall be awarded on the basis of most economically advantageous tender ("MEAT") from the point of view of the Contracting Authority.
- 1.3 This Framework Schedule 6 includes details of the evaluation criteria and any weightings that will be applied to that criteria.

## PART A: DIRECT AWARD

1. The following criteria and weightings shall be applied to the Framework Suppliers' compliant tenders submitted through direct award.

Criteria Number	Criteria	Percentage Weightings to be set by the Contracting Authority conducting the direct award
1	Quality	80% (Contracting Authorities can modify the percentage weighting to meet their requirements using a variance level of -/+ 10%)
2	Price	20% (Contracting Authorities can modify the percentage weighting to meet their requirements using a variance level of -/+ 10%)