Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded
   1. If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.
   2. Where a Further Competiton Procedure is undertaken and the potential Buyer:
      1. requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
      2. needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Buyer may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 2 below and enter into a Statement of Work in accordance with Paragraph 6 below.

1. How a further competition works

What the Buyer has to do

* 1. The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for the Deliverables over the Contract Period;
     2. amend or refine the Deliverables to reflect its requirements by using the Order Form and the Statement of Work only to the extent permitted by and in accordance with the requirements of the Regulations;
     3. invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations; apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
     4. on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 5. The Call-Off Contract shall:
        1. state the Deliverables;
        2. state the tender submitted by the successful Supplier;
        3. state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
        4. incorporate the terms of the Order Form and Contract (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.2. above) applicable to the Deliverables,
     5. provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

* 1. The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 2.1.3 above, provide CCS and the Buyer with either:
     1. a statement to the effect that it does not wish to tender in relation to the Deliverables; 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. a written response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
        2. a brief summary, in the written response (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
        3. a proposal covering the Deliverables;
        4. its specific proposals in response to the Buyer’s first Statements of Work included as part of the Further Competition Procedure;
        5. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
        6. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
     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 Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).
     4. The Supplier agrees that:
        1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 2 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer 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.

1. No requirement to award
   1. Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2, the Supplier acknowledges and agrees that:

3.1.1 the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

3.1.2 the Buyer shall, except for the execution of the first Statement of Work, be entitled at all times to decline to make an award of its Deliverables and nothing in this Contract shall oblige the Buyer to award any further Statements of Work.

1. Who is responsible for the award
   1. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract (and each Statement of Work under it) and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
      1. the conduct of Buyer in relation to this Contract; or
      2. the performance or non-performance of any Call-Off Contracts (including each Statement of Work under them) between the Supplier and Buyer entered into pursuant to this Contract.
2. Awarding and creating a Call-Off Contract
   1. Subject to Paragraphs 1 to 4 above and 7, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.2 above) of the Order Form template set out in Framework Schedule 6A (Health Order Form Template, SOW Template and Call-Off Schedules) or Framework Schdule 6B (Order Form Template, SOW Template and Call-Off Schedules).
   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 5 shall not constitute a Call-Off Contract under this Contract.
   3. On receipt of an order form as described in Paragraph 5.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
   4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.
3. Creating a Statement of Work

6.1 Subject to Paragraph 5 above, a Buyer may execute a statement of work with the Supplier by sending (including electronically) a signed Statement of Work substantially in the form (as may be amended or refined by the Buyer (in accordance with Paragraph 2.1.2 above) of the Statement of Work Template set out in Framework Schedule 6A (Health Order Form Template, Statement of Work Template and Call-Off Schedules) or Call-Off Schedule 6B (Order Form Template, Statement of Work Template and Call-Off Schedules).

6.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Statement of Work) which is not as described in this Paragraph 6 shall not constitute a Statement of Work under this Contract.

6.3 On receipt of a statement of work as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Statement of Work by promptly signing and returning (including by electronic means) a copy of the statement of work to the Buyer concerned.

6.4 On receipt of the countersigned Statement of Work from the Supplier, the Buyer shal send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Statement of Work shall be formed with effect from the SOW Start Date stated in the Statement of Work.

1. Non-Participation and Supplier Misconduct

7.1 Where a Supplier fails to:

7.1.1 participate in any Further Competition Procedure for any 3 Month consecutive period; or

7.1.2 fails to notify CCS of their reasons for not participating or withdrawing from participating in any Further Comptition Procedure;

then CCS may suspend the Supplier’s ability to enter into any new Call-Off Contracts during the CCS stated period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed and may enter into new Statement of Works under it.

7.2 Where a Supplier:

7.2.1 falsely responds to a Further Competitive Procedure, for example, by responding “yes” to a “must have” question or requirement that it cannot fulfil; or

7.2.2 tries to renegotiate the terms of the Call-Off Contract following award;

(hereafter “**Misconduct**”) then:

(a) CCS may suspend (for any period) the Supplier’s ability to enter into any new Call-Off Contracts during this period, and a Buyer may exclude that Supplier from any Further Competition Procedures. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contacts that have already been signed and may enter into new Statements of Work under it.

(b) CCS may terminate the Framework Contract it has with the Supplier, and a Buyer may terminate any Call-Off Contract it has with that Supplier.

**Part 2: Award Criteria**

1. This Part 2 lays out award criteria for further competition (Annex A) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

**Annex A: Further Competition Award Criteria**

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

| **Criteria** | **Relative weighting percentage**  [**Guidance:** where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.] |
| --- | --- |
| [Qualification]  Which consists of the following criteria:   * [Acceptance Terms and Conditions] * [Ongoing Financial Stability] * [Other Due Diligence Topics] | [Must Haves] |

| **Criteria** | **Relative weighting percentage**  [**Guidance:** where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.] |
| --- | --- |
| [Technical ]  Which consists of the following criteria (one or more or all may be selected):   * [Understanding of the Technical Requirements] * [Approach To Delivery Of The Services] * [Ability to meet Requested Timescales] * [Quality of the Team] * [Added Value / Innovation] * [Social Value] | [ Between 40% and 70%]  [ ]  [ ]  [ ]  [ ]  [ ] |
| [Commercial]  Which consists of the following criteria (one or more or all may be selected):   * [Call-Off Specific Rate Table] * [Overall Price Estimate] * [Value of Overall Cap] * [Price for Initial Statement of Work(s)] | [Between 30% and 60% ]  [ ]  [ ]  [ ]  [ ]  [ ] |