

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded

1.1 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.

1.2 If the potential Buyer can determine that:

1.2.1 its Deliverables can be met by the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and

1.2.2 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

1.3 If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Buyer:

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or

1.3.2 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 3 below.

2. How a direct award works

2.1 Subject to Paragraph 1.2 above the Buyer awarding a Call-Off Contract under this Contract 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 Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and

2.1.3 on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 6 below.

3. How a further competition works

What the Buyer has to do

3.1 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

- 3.1.1 develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;
- 3.1.2 amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
- 3.1.3 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
 - (a) if an Electronic Reverse Auction (as defined in Paragraph 7 below) is to be held, the Buyer shall notify the 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 3; or
 - (b) if an Electronic Reverse Auction is not used, the Buyer shall:
 - (i) invite the 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 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 Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables. The Buyer may use the criteria detailed in Annex B or may amend this criteria according to their own requirements. The Buyer may include Social Value criteria and may select any of the relevant themes from PPN06/20;
- 3.1.5 on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
 - (a) state the Deliverables;

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- (b) state the tender submitted by the successful Supplier;
 - (c) state the Charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
 - (d) incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
- 3.1.6 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

3.2 The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide CCS and the Buyer with either:

- 3.2.1 a statement to the effect that it does not wish to tender in relation to the Deliverables; 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 Deliverables;
 - (d) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
 - (e) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
- 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 Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).
- 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 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

- (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. No requirement to award

4.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that 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.

5. Who is responsible for the award

5.1 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:

5.1.1 the conduct of Buyer in relation to this Contract; or

5.1.2 the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.

6. Awarding and creating a Call-Off Contract

6.1 Subject to Paragraphs 1 to 5 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 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form 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 Call-Off Contract) which is not as described in this Paragraph 6 shall not constitute a Call-Off Contract under this Contract.

6.3 On receipt of an order form as described in Paragraph 6.1 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.

6.4 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.

7. How e-auctions work

7.1 The Buyer shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Buyer and the Regulations.

7.2 Where the Buyer wishes to undertake an electronic reverse auction, where Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**") then before undertaking it, the Buyer will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Buyer 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.

7.3 The Buyer will inform the Suppliers of the specification for the Electronic Reverse Auction which shall include:

- (a) the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
- (b) the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
- (c) any limits on the values which may be submitted;
- (d) a description of any information which will be made available to Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
- (e) the conditions under which Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
- (f) relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
- (g) subject to Paragraph 7.5, the date and time of the start of the Electronic Reverse Auction; and
- (h) details of when and how the Electronic Reverse Auction will close.

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7.4 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.

7.5 Throughout each phase of the Electronic Reverse Auction the Buyer will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.

7.6 The Supplier acknowledges and agrees that:

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

7.7 The Buyer will close the Electronic Reverse Auction on the basis of:

- (a) a date and time fixed in advance;
- (b) when no new prices or values meeting the minimum differences required pursuant to Paragraph 7.3 have been received within the prescribed elapsed time period; or

7.7.2 when all the phases have been completed.]

8. Awarding and creating an Exempt Call-off Contract

8.1 Paragraph 1 above shall not apply to an Exempt Buyer.

8.2 If a potential Exempt Buyer decides to source Deliverables through this Framework Contract, it will award an Exempt Call-off Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.

8.3 A potential Exempt Buyer may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 2 above as modified by Paragraph 8.4 below or through a Further Competition Procedure in accordance with Paragraph 3 as modified by Paragraph 8.5 below.

8.4 Notwithstanding the procedure set out in Paragraph 2 above, if the potential Exempt Buyer can determine that:

8.4.1 its Deliverables can be met by the Supplier's catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and

8.4.2 the Supplier will accept any required Exempt Procurement Amendments,

then the Exempt Buyer may award an Exempt Call-off Contract to that Supplier in accordance with Paragraph 6 above.

8.5 If the potential Exempt Buyer requires the Supplier to develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 3 above as modified by this Paragraph 8.5. In that case, references to “the Regulations” in Paragraph 3 above shall be read as references to “any legal requirements applicable to that potential Exempt Buyer”, and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.

8.6 Paragraphs 8.1 to 8.5 above are without prejudice to an Exempt Buyer’s ability to make such further modifications to the Call-Off Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Buyer.

Part 2: Award Criteria

1. This Part 2 lays out award criteria for direct award (Annex A) and for further competition (Annex B) 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: Direct award criteria

The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off.

Criteria Criteria to be determined by the Buyer	Relative weighting percentage
Price (life cycle costs, cost effectiveness & price; price and running costs)	0% - 100%
Technical merit; coverage, network capacity and performance as specified in relevant service levels	0% - 100%
Help desk, account management function and assurance of supply of a range of devices and good value accessories	0% - 100%
Environmental characteristics	0% - 100%
Quality (including delivery time, sales service, good value, accessories, service fitness for purpose)	0% - 100%

Annex B: Further Competition Award Criteria

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

Criteria Criteria to be determined by the Buyer	Relative weighting percentage
Quality Which consists of the following criteria: <ul style="list-style-type: none"> ● Added Value / Innovation ● Social Value ● Approach To Delivery Of The Services ● Implementation ● Use Of Supply Chain / Partners 	0% - 100%
Cost effectiveness	0% - 100%
Technical merit	0% - 100%
Technical assistance	0% - 100%
After sales service	0% - 100%
Price	0% - 100%
Aesthetic and functional characteristics	0% - 100%
Running costs	0% - 100%
Environmental characteristics	0% - 100%
Delivery date and delivery period	0% - 100%
Period of completion	0% - 100%

