

# **DPS Schedule 2 (Call-Off Award Procedure)**

## **PART 1 CALL-OFF AWARD PROCEDURE**

### **1 Introduction**

- 1.1 If an Authority decides to award a Call-Off Contract under the DPS Contract it must award the Call-Off Contract in accordance with the procedure in this Schedule and the requirements of the PCR Regulations.

### **2 Call-Off Award Procedure**

#### **The Authority**

- 2.1 If an Authority awards a Call-Off Contract under the DPS Contract following the Call-Off Award Procedure in this Schedule, it shall:
- (a) set out the Works to be carried out and the Outputs to be delivered in the Call-Off Award Form (Schedule 1);
  - (b) verify that the suppliers on the DPS are eligible to be invited to tender under the terms of the DPS Contract;
  - (c) invite tenders following the Call-Off Award Procedure in this Schedule in accordance with the PCR Regulations and in particular:
    - (i) set a time limit for receipt of tenders that takes account of factors such as the complexity of the contract and the time needed to prepare tenders;
    - (ii) keep each tender confidential until the time limit set out for the return of tenders has expired; and
    - (iii) apply the Call-Off Contract Award Criteria to the Suppliers' compliant tenders submitted during the Call-Off Award Procedure as the basis for its decision to award a Call-Off Contract for its requirements set out in the Call-Off Award Form;
  - (d) where the Authority considers it is appropriate to do so, request clarification from a Supplier in accordance with Regulation 56(4) of the PCR Regulations;
  - (e) subject to Paragraph 2.2 below, award the Call-Off Contract to the successful Supplier in accordance with Paragraph 2.1(c)(iii). The Call-Off Contract shall:
    - (i) state the Outputs to be delivered and the Works to be carried out;
    - (ii) state the tender submitted by the successful Supplier;
    - (iii) state the Funding Payments to be provided for the delivery of the Outputs and the carrying out of the Works in accordance with the tender submitted by the successful Supplier; and
    - (iv) incorporate the terms of the Call-Off Award Form and DPS Contract applicable to the requirements; and

- (f) provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

2.2 The Authority reserves the right not to award a Call-Off Contract to the successful Supplier where the successful Supplier is unable to provide additional supporting information to demonstrate that it can deliver the Call-Off Contract or Call-Off Contracts it has been successful for.

### **The Supplier**

2.3 The Supplier shall in writing by the time and date specified by the Authority following an ITT pursuant to Paragraph 2.1(c) above provide the Authority with either:

- (a) a statement to the effect that it does not wish to tender in relation to the delivery of the Outputs and the carrying out of the Works; or
- (b) the full details of its tender made in respect of the delivery of the Outputs and the carrying out of the Works. In the event the Supplier submits a tender, it shall submit its tender in accordance with the ITT issued by the Authority for the Call-Off Contract relating to the Outputs.

2.4 The Supplier agrees that:

- (a) all tenders submitted by the Supplier in relation to a Call-Off Contract held pursuant to Paragraph 2 shall remain open for acceptance by the Authority for one hundred and eighty (180) Working Days (or such other period specified in the ITT issued by the Authority in accordance with the Call-Off Award Procedure);
- (b) all tenders submitted by the Supplier are made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the Funding Payment in 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 Funding Payment in the tender, except where the disclosure, in confidence, of the approximate amount of the Funding Payment in 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 Funding Payment in the tenders to be submitted.

## **3 No requirement to award**

3.1 Even if the Authority has followed a Call-Off Award Procedure as set out in Paragraph 2 above, the Supplier acknowledges and agrees that the Authority shall be entitled at all times to decline to make an award for its requirements and that nothing in this DPS Contract shall oblige the Authority to award any Call-Off Contract.

## **4 Responsibility for the award**

4.1 The Supplier acknowledges that the Authority is independently responsible for the conduct of its award of Call-Off Contracts under this DPS Contract and that DSIT is not responsible or

accountable for and shall have no liability whatsoever, except where it is the Authority, in relation to:

- (a) the conduct of the Authority in relation to this DPS Contract; or
- (b) the performance or non-performance of any Call-Off Contracts between the Supplier and the Authority entered into pursuant to this DPS Contract.

## **5 Awarding and creating a Call-Off Contract**

- 5.1 Subject to Paragraphs 1 - 4 above, the Authority may award a Call-Off Contract with the Supplier by sending (including electronically) a signed Call-Off Award form substantially in the form of the Call-Off Award Form Template set out in DPS Schedule 1 (Call-Off Award Form).
- 5.2 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 DPS Contract.
- 5.3 On receipt of a call-off award form as described in Paragraph 5.1 from the Authority the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the call-off award form to the Authority concerned.
- 5.4 On receipt of the countersigned Call-Off Award Form from the Supplier, the Authority 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 Contract Effective Date stated in the Call-Off Award Form.

## **PART 2 AWARD CRITERIA**

### **6 Introduction**

- 6.1 The award criteria for the award of a Call-Off Contract under the DPS is most economically advantageous tender.
- 6.2 The criteria that may be used for determining the most economically advantageous tender for a Call-Off Contract following a competition in accordance with the Call-Off Award Procedure in this Schedule 2 are set out in Table 1 below.

**Table 1**

<b>Quality</b>	<b>[50-70%]</b>	<b>Technical Solution Quality and Design</b>	<b>[20-50%]</b>
		<b>Planning</b>	<b>[10-40%]</b>
		<b>Operation In-Life</b>	<b>[10-20%]</b>
		<b>Stakeholder Management and Contract Management</b>	<b>[10-30%]</b>

		<b>Wholesale Products and Services</b>	<b>[10-30%]</b>
<b>Social Value</b>	<b>[10%]</b>		
<b>Price</b>	<b>[30-50%]</b>	<b>Coverage</b>	<b>[50-80%]</b>
		<b>Cost</b>	<b>[20-50%]</b>

- 6.3 The criteria set out in Table 1 may be formulated more precisely in the ITT for a specific Call-Off Contract. The Authority will specify the criteria and weightings to be applied for the award of a specific Call-Off Contract in the ITT for the specific Call-Off Contract.