

Department for Education Musical Instruments, Equipment and Technology Framework: Framework Agreement

Introductory notes:

These covering notes are for information only and do not form part of the Agreement.

How the Framework Agreement works

*The Framework Agreement issued by the Department for Education (“DfE”) is a legally binding document which you are required to agree to in order to obtain a place on DfE’s Musical Instruments, Equipment and Technology Framework (“**Framework**”).*

If your tender submission to DfE for a place on the Framework is successful, you will be asked to execute a copy of this Framework Agreement which will create a legal contract between you and DfE. You should therefore only submit a tender for a place on the Framework if you are willing to agree to the attached terms.

What the Framework Agreement does

Under the Framework Agreement you agree to offer to supply musical instruments to customers at the prices calculated as set out in the Framework Agreement, and on the terms of the Call-Off Contract attached to the Framework Agreement.

If you are appointed to the Framework, the Framework Agreement will govern the operation of the Framework. This means that the “terms and conditions” of the Framework are set out in the Framework Agreement including the duration of the Framework, the way in which customers can buy from you through the Framework through a direct award or further competition, the reporting requirements to DfE that apply to the Framework and also how DfE may terminate your place on the Framework.

What the Framework Agreement doesn’t do

The Framework Agreement is not a contract for the supply of musical instruments. This Framework Agreement does not guarantee that you will be awarded any contracts to supply musical instruments. DfE will not pay you for the supply of any musical instruments under this Framework Agreement or under any Call-Off Contract.

All supply contracts under the Framework will be on the terms of separate Call-Off Contracts between you and the relevant customers, which will be awarded following the procedures set out in this Framework Agreement.

PARTIES TO THIS AGREEMENT

This Agreement is made between:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street London SW1P 3BT (“We”, “Us”, “Our”); and
- (2) **[insert name of Supplier]** a company registered in [England and Wales] of [insert address] (“You”, “Your”).

Where the term “party” or “parties” is used in this Agreement, it is a reference to You and/or Us unless the term used is “third party”.

TERMS OF THIS AGREEMENT

1 Meaning of capitalised words used in this Agreement

1.1 The following words and phrases have the meanings set out beside them:

“**Agreement**” means these terms and conditions and the Schedules, but not including the Introductory notes.

“**Buyer**” means any entity listed in Schedule 5 (*Buyers*).

“**Call-Off Contract**” means the contract to be entered into between You and a Buyer if You are successful in a Further Competition or are awarded a Direct Award. The form of contract that will be used for the Call-Off Contract is set out in Schedule 2 (*Template Call-Off Contract*).

“**Conflict of Interest**” means a conflict between the financial or personal duties of You or Your Staff and the duties owed to Us under this Agreement, in Our reasonable opinion.

“**Controller**” has the meaning given to it in the UK GDPR or the EU GDPR as the context requires.

“**Data Protection Legislation**” means the UK GDPR; the DPA 2018; all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply).

“**Direct Award**” means the direct award (without a Further Competition) of a Call-Off Contract by a Buyer in accordance with Schedule 3 (*Direct Award and Further Competition – Procedure*).

“**DPA 2018**” means the Data Protection Act 2018.

“**End Date**” means four (4) years after the Start Date.

“**Equipment**” means the musical instruments, equipment and technology listed in Schedule 1 (*Equipment and Pricing*) which can be purchased by Buyers under the Framework.

“**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the

processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.

“Framework” means the framework for the supply of Equipment established by this Agreement.

“Further Competition” means the further competition process set out in Schedule 3 (*Direct Award and Further Competition – Procedure*) which can be used for selecting a Supplier and awarding a Call-Off Contract to the selected Supplier under the Framework.

“Independent Controller” means a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data.

“Information Disclosure Requirements” means Our obligations to disclose information under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any associated legislation, guidance or codes of practice.

“ITT” means the invitation to tender for any Further Competition issued by a Buyer.

“Law” means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which You are bound to comply.

“Order” means an order for Equipment placed by a Buyer under the Framework.

“Order Form” means the order form forming part of the Call-Off Contract.

“Personal Data” has the meaning given to it in the UK GDPR or the EU GDPR as the context requires.

“Price” means the price for the Equipment calculated in accordance with Schedule 1 (*Equipment and Pricing*).

“Staff” means all persons employed or engaged by You to perform Your obligations under this Agreement including any Sub-contractors and persons employed or engaged by those Sub-contractors.

“Start Date” means [insert framework start date].

“Sub-contract” means a contract between You and another supplier made completely or mostly for the purpose of delivering (or contributing to the delivery of) the whole or any part of this Agreement or a Call-Off Contract.

“Sub-contractor” means the other party to a Sub-contract which You enter into.

“Supplier” means a supplier appointed to the Framework, including You.

“Tender” means a Supplier’s tender submission in relation to any Further Competition.

“UK GDPR” has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4).

“Working Day” means any day which is not a Saturday, a Sunday or a public holiday in England.

“Your Information” means the information You provided as part of Your tender submission for a place on the Framework.

“Your Representative” means the individual which You notified Us would be Your representative for the Framework during the tender process for your place on the Framework, or any other individual which You notify Us will be Your representative from time to time.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 references to numbered clauses and Schedules are references to the relevant clause or Schedule in this Agreement;
- 1.2.2 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law; and
- 1.2.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”.

2 Membership of the Framework

- 2.1 During the term of this Agreement, You are eligible to take part in any Further Competition, and to be awarded Call-Off Contracts if You receive a Direct Award or are successful in any relevant Further Competition.
- 2.2 You agree that your charges under any Call-Off Contract shall not exceed the applicable Price calculated on the basis set out in Schedule 1 (*Equipment and Pricing*).
- 2.3 Each Call-Off Contract represents a contractual arrangement between the parties to that Call-Off Contract. That contractual arrangement is separate from and independent of this Agreement. In the event of any conflict between a Call-Off Contract and this Agreement, the Call-Off Contract takes precedence in respect of the subject matter of that Call-Off Contract.
- 2.4 You accept that no one is obliged to award any Call-Off Contracts to you in relation to either this Agreement, the Framework, or any Further Competition. You agree that being appointed to the Framework does not guarantee that You will be asked to supply any Equipment or that You will earn any income in relation to this Agreement, the Framework or any Further Competition.
- 2.5 Provisions relevant to management of Your appointment to the Framework, and with which You must comply, are set out in Schedule 4 (*Framework Management*).

- 2.6 You agree that You are responsible for all of Your costs and expenses under this Agreement including the costs of taking part in any Further Competition.
- 2.7 You accept that Buyers may purchase Equipment by means other than through the Framework.
- 2.8 You warrant on a continuing basis that:
 - 2.8.1 Your Information is correct as at the Start Date;
 - 2.8.2 You will promptly notify Us in the event of any changes to Your Information; and
 - 2.8.3 You will on request from Us promptly provide evidence requested by Us to substantiate any of the information provided in Your Information, or any other information We have relied on in offering You a place on the Framework.

3 Direct Award and Further Competition

- 3.1 A Buyer may contact you from time to time to place an Order for Equipment via a Direct Award. Any Direct Award must be placed in accordance with Schedule 3 (*Direct Award and Further Competition - Procedure*).
- 3.2 Any Further Competition will be carried out in accordance with Schedule 3 (*Direct Award and Further Competition - Procedure*). You are not obliged to participate in any Further Competition.
- 3.3 The form of contract that will be used for any Call-Off Contract You are awarded pursuant to the Framework is set out in Schedule 2 (*Template Call-Off Contract*).

4 Communications and records

- 4.1 When We need to contact You for any reason, We will contact Your Representative. Buyers will contact Your Representative to notify You of Further Competitions or of Direct Awards. You must ensure that You notify us of any changes to the details of Your Representative.
- 4.2 If You need to contact Us, You can email us at [insert DfE email address]. You must not use this email address to ask any questions relating to a Direct Award or Further Competition – those should be submitted to the relevant Buyer. This clause, and clause 16.8, do not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
- 4.3 You must not make any press announcement or publicise this Agreement or any part of it in any way, without Our prior written consent and must take all reasonable endeavours to ensure that Your Staff do not do so either.
- 4.4 We shall publicise the Framework, including on websites operated by Us from time to time, and shall notify Buyers that You are a Supplier under the Framework.
- 4.5 You shall keep records for the duration of the Framework of all Orders received under the Framework, and shall promptly make such records available to Us on Our request.

5 How much you can be held responsible for

- 5.1 Neither party excludes or limits its liability for:
- 5.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);
 - 5.1.2 bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 5.1.3 any liability to the extent that it cannot be excluded or limited by Law.
- 5.2 Subject to clause 5.1, Our total aggregate liability to You under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall in no event exceed £10,000.
- 5.3 Subject to clause 5.1, Your total aggregate liability to Us under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to £10,000.
- 5.4 Subject to clause 5.1, neither Party shall be liable to the other Party under or in connection with this Agreement for any:
- 5.4.1 indirect, special or consequential loss; or
 - 5.4.2 loss of profits, savings (whether anticipated or otherwise), revenue, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 5.5 You acknowledge and agree that this clause 5 does not limit Your liability under any Call-Off Contract and Your liability under a Call-Off Contract shall be as set out in that Call-Off Contract.
- 5.6 Each party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with this Agreement.

6 Termination

- 6.1 This Agreement takes effect on the Start Date and ends on the End Date, unless ended earlier in accordance with this clause 6.
- 6.2 We may terminate this Agreement by serving written notice on You with effect from the date specified in that notice in the following cases:
- 6.2.1 if You materially breach this Agreement and You do not remedy that breach to Our satisfaction within twenty (20) Working Days of Us issuing a written notice detailing the material breach and requesting that You remedy it;
 - 6.2.2 if You breach clause 8 (*Data Protection*) or 11 (*Requests for Information*);
 - 6.2.3 if a Buyer terminates a Call-Off Contract awarded to You as a consequence of a material breach of that Call-Off Contract by You;
 - 6.2.4 in accordance with clause 13 (*Preventing Fraud, Bribery and Corruption*) or clause 15 (*Conflicts of interest*);

- 6.2.5 an order is made or a resolution is passed for Your winding-up or an administrator is appointed by order of the court or by other means to manage Your affairs, business and property or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of Your assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or You take or suffer any similar or analogous action (in any jurisdiction) in consequence of debt;
- 6.2.6 You cease, or threaten to cease, to carry on business; or
- 6.2.7 You undergo a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without Our prior written consent. We shall be entitled to withhold such consent if, in Our reasonable opinion, the proposed change of control will have a material adverse impact on the performance of this Agreement or Our reputation.
- 6.3 We may by notice in writing terminate this Agreement with immediate effect if:
- 6.3.1 this Agreement has been amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
- 6.3.2 it has come to Our notice that You should have been excluded under the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; or
- 6.3.3 You or one of Your Sub-contractors has failed to comply with legal obligations in the fields of environmental, social or labour law.
- 6.4 We have the right to terminate this Agreement at any time by giving You one month's notice in writing.

7 Consequences of termination

- 7.1 Termination of this Agreement, for any reason, will not affect or adversely impact the accumulated rights of the parties as at termination or the continuation of any term of this Agreement which continues (either expressly or by implication) in force after termination or expiry.
- 7.2 You will not be entitled to any compensation, costs, expense, loss of profit or damages in the event of termination of this Agreement.
- 7.3 Termination or expiry of this Agreement will not cause any Call-Off Contracts under the Framework to terminate automatically. Call-Off Contracts are separate contracts that will remain in force unless and until they are terminated or expire in accordance with their own terms.

8 Data Protection

- 8.1 The parties acknowledge that for the purposes of the Data Protection Legislation both parties are Independent Controllers of the Personal Data.

- 8.2 Each party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

9 Modern Slavery and Human Trafficking

- 9.1 You must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains)¹, as such clauses may be amended or updated from time to time.

10 Equality, Diversity and Human Rights

- 10.1 You must follow all applicable employment and equality Law when You perform Your obligations under this Agreement and the Call-Off Contracts, including:
- 10.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 10.1.2 any other requirements and instructions which We reasonably impose related to equality Law.
- 10.2 You must use all reasonable endeavours, and inform Us of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Agreement or any Call-Off Contract.

11 Requests for Information

- 11.1 You must tell Us within 48 hours if You receive a Request For Information (which has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply)).
- 11.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from Us, You must give Us full co-operation and information needed so We can:
- 11.2.1 comply with any Request For Information; and
 - 11.2.2 comply with any of Our obligations in relation to publishing Transparency Information (as defined in Schedule 2 (*Template Call-Off Contract*)).
- 11.3 To the extent that it is allowed and practical to do so, We will use reasonable endeavours to notify You of a Request For Information and may talk to You to help Us decide whether to publish information. However, the extent, content and format of the disclosure is Our decision in Our absolute discretion.

12 Environment and sustainability

- 12.1 In performing Your obligations under this Agreement and each Call-Off Contract, You shall, to Our reasonable satisfaction:
- 12.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

- 12.1.2 comply with Your obligations under Our current environmental policy, as provided by Us, and make Your Staff aware of such policy.

13 Preventing Fraud, Bribery and Corruption

13.1 You shall not:

- 13.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Public Contracts Regulations 2015; or

- 13.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by Us or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any Call-Off Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any Call-Off Contract or any other public function.

- 13.2 You shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records) to prevent any matters referred to in clause 13.1 and any fraud by Your Staff and You (including Your shareholders, members and directors) in connection with this Agreement and shall notify Us immediately if You have reason to suspect that any such matters have occurred or is occurring or is likely to occur.

- 13.3 If You or Your Staff engage in conduct prohibited by clause 13.1 or commit fraud in relation to this Agreement or any Call-Off Contract or any other contract with the Crown, We may immediately terminate this Agreement.

14 Dispute Resolution Procedure

- 14.1 If there is a dispute between the parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other party, meet in good faith to resolve the dispute by commercial negotiation.

- 14.2 If the dispute is not resolved at that meeting, the parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure current at the time of the dispute. If the parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 14.3 to 14.5.

- 14.3 Unless We refer the dispute to arbitration using clause 14.4, the parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.

- 14.4 You agree that We have the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 14.5 We have the right to refer a dispute to arbitration even if You have started or have attempted to start court proceedings under clause 14.3, unless We have agreed to the court proceedings or participated in them. Even if court proceedings have started, the parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 14.4.

15 Conflicts of interest

- 15.1 You must take action to ensure that neither You nor Your Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 15.2 You must promptly notify and provide details to Us if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 15.3 We will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in Our reasonable opinion, such measures do not or will not resolve an actual or potential conflict of interest, We may terminate this Agreement immediately by giving notice in writing to You where there is or may be an actual or potential Conflict of Interest.

16 General

- 16.1 You cannot assign, novate or in any other way dispose of this Agreement or any part of it without Our written consent.
- 16.2 This Agreement, the Schedules and the documents otherwise referred to in it contain the whole agreement between You and Us in respect of the subject matter of the Agreement and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or spoken, relating to the subject matter of this Agreement.
- 16.3 A partial or full waiver or relaxation of the terms of this Agreement is only valid if it is stated to be a waiver in writing to the other party.
- 16.4 No third parties may use the Contracts (Rights of Third Parties) Act (“**CRTPA**”) to enforce any term of this Agreement. This does not affect third party rights and remedies that exist independently from CRTPA.
- 16.5 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. The provisions incorporated into this Agreement are the entire agreement between the parties. This Agreement replaces all previous statements, or agreements whether written or oral. No other provisions apply.
- 16.6 Either party can request a variation to this Agreement which is only effective if agreed in writing and signed by both parties. We are not required to accept a variation request made by You.
- 16.7 This Agreement does not create a partnership, joint venture or employment relationship. You must represent yourself accordingly and ensure others do so.
- 16.8 Any notice which is to be given by either party to the other shall be given by e-mail. Such e-mail shall be addressed to the other party in the way set out in clause 16.9. Any notice shall be deemed to have been received at the time of sending, or, if this time falls outside working hours in the place of receipt, when working hours resume. Working hours means 9.00am to 5.00pm on a Working Day.
- 16.9 For the purposes of clause 16.8:

- 16.9.1 We will send any notices to You to the contact email address which is included in Your Information; and
- 16.9.2 any notice You send to Us must be sent to: *[insert email address]*.
- 16.10 This Agreement and any issues or disputes arising out of, or connected to it, are governed by English law.

Schedule 1

Equipment and Pricing

The following Equipment may be purchased pursuant to the Framework, at Prices which do not exceed the Prices calculated on the basis set out below.

All Prices in this Schedule 1 are shown exclusive of any applicable VAT.

A: Core basket instruments

[Example table: to insert completed pricing table]

Instrument	Type	Supplier stock number	Make	Model	Specification	Price per unit
[list of instruments]						

B: Other instruments and equipment

Any instrument or equipment listed in Your catalogue (“**Catalogue**”):

[set out location of Catalogue]

The Price for any Equipment which is listed in the Catalogue but which is not listed in part A of this Schedule 1 shall be charged at [insert discount percentage]% less than the applicable price set out in the Catalogue.

C: Delivery charges

[The Price is inclusive of delivery and there is no additional charge for delivery of the Equipment to the Buyer.]

[There is no charge for delivery of the Equipment to the Buyer where the Order is over £[insert value] in value. For orders less than £[insert value] in value, a delivery charge of £[insert charge] will be added to the stated Price.]

D: Volume discounts

[In addition to the above per unit pricing discounts for volume, where over [insert number] units of instruments are purchased in a single Order, the following additional discount will be applied to the Price: [insert discount details]]

[In addition to the above per unit pricing discounts for volume, where any Order has a value of over £[insert value], the following additional discount will be applied to the Price: [insert discount details]]

E: Price variation

You may request an increase in Your Prices once in any 12 month period during the term of this Agreement, provided that no such request shall be made in the first 12 months following the Start Date. Any such request shall not exceed the percentage change in the UK Consumer Prices Index since the later of the Start Date or the date of the most recent approved increase. Any such request must include a justification for the proposed Price increase. We shall review any request and promptly confirm whether it is approved. Where any request is approved, the above Prices can be amended accordingly.

Schedule 2

Template Call-Off Contract

[to insert Call-Off Contract]

Schedule 3

Direct Award and Further Competition – Procedure

1 Introduction

- 1.1 Purchases via the Musical Instruments, Equipment and Technology Framework can be made via Direct Award or Further Competition in each case as set out in this Schedule 3.

2 Direct Award

- 2.1 A Buyer may contact You at any time during the term of the Framework to purchase Equipment via a Direct Award.
- 2.2 The Buyer may only place an Order via Direct Award where the Price for the Equipment can be calculated through the information set out in this Agreement.
- 2.3 In order to place an Order via Direct Award, the Buyer must submit a completed Order Form to You, and You must promptly respond by executing and returning the Order Form to the Buyer to accept the Order.
- 2.4 Returning the executed Order Form to the Buyer creates a Call-Off Contract on the terms set out in Schedule 2 (*Template Call-Off Contract*).

3 Further Competition

- 3.1 Full details of how to submit Your Tender and the evaluation process for a Further Competition will be set out in the ITT issued by the Buyer for each Further Competition.
- 3.2 The Buyer will issue an ITT inviting all Suppliers to submit a Tender. The ITT will set out what Equipment the Buyer is seeking to order, and their delivery requirements for that Equipment.
- 3.3 The evaluation criteria and the associated weightings to be used in the evaluation of Tenders are set out in paragraph 5 below. The weightings may be adjusted within the range shown.
- 3.4 The deadline for submitting Your Tender may vary between Further Competitions but will never be any less than ten (10) days from You being invited to do so.
- 3.5 Tenders will be evaluated in accordance with the evaluation methodology set out in the ITT. Following evaluation of each Tender received, the Call-Off Contract will be awarded to the Supplier achieving the highest score in respect of their Tender submission.
- 3.6 If You have submitted a Tender, You will be notified of the outcome.
- 3.7 If You are successful under a Further Competition:
 - 3.7.1 the Buyer will complete and issue an Order Form to You reflecting the content of Your Tender;
 - 3.7.2 You must promptly respond by executing and returning the Order Form to the Buyer; and

3.7.3 returning the executed Order Form to the Buyer creates a Call-Off Contract on the terms set out in Schedule 2 (*Template Call-Off Contract*).

4 No obligation to award

4.1 A Buyer is not obliged to award any Call-Off Contract further to any Further Competition. Neither We nor the Buyer will be responsible for Your costs in relation to any Further Competition whether or not a Call-Off Contract is awarded to a Supplier.

5 Evaluation criteria and weightings

5.1 Tenders in a Further Competition will be evaluated on the following basis:

Further Competition – Evaluation Criteria and Weighting range	
Criteria	Weighting range
Warranty on Equipment including duration of warranty	0%-40%
Delivery of Equipment including lead times	0%-80%
Price	20%-80%
Total score	100%

5.2 The evaluation methodology and exact weightings within the above ranges will be made clear in the ITT for the relevant Further Competition.

Schedule 4

Framework Management

1 Management information on use of the Framework

- 1.1 The Framework will be managed by Our procurement team. However, management of individual projects and Call-Off Contracts will be the responsibility of the relevant Buyer.
- 1.2 You shall, on a quarterly basis during the term of the Framework (and at any other time on request from Us), provide information relating to the Equipment purchased and the spend by Buyers under Call-Off Contracts pursuant to the Framework, in such form as we may reasonably request.

2 Keeping Your Information up to date

- 2.1 You are responsible for ensuring that all Your Information is maintained as current and up to date.

Schedule 5

Buyers

The following Buyers shall be entitled to place Orders under the Framework:

[insert details of music hubs]