

**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

**TEST AND LEARN DPS**

**[Project\_20559]**

**Version: 2.0**

## **SCHEDULE F3**

### **CALL-OFF ORDER PROCEDURE AND AWARD CRITERIA**

#### **1. INTRODUCTION**

- 1.1 A list of organisations that are authorised and enabled to use this Contract in order to source Services ("**Authorised Buyers**") are listed in Annex 1 to Schedule F1 (Specification).
- 1.2 If an Authorised Buyer decides to source Services through this Contract then it will award its requirement for the Services in accordance with the procedures set out in this Schedule and the requirements of the Regulations.
- 1.3 For the avoidance of doubt it is explicitly agreed that an Authorised Buyer shall be entitled to conclude more than one Call-Off Contract.
- 1.4 The potential scope of each Call-Off Contract will be made clear in the tender documents which are used as part of the Call-Off process.

#### **2. CALL-OFF ORDER PROCEDURE**

##### **Buyer's Obligations**

- 2.1 A Buyer awarding a Call-Off Contract under this Contract shall:
  - 2.1.1 develop a Call-Off Contract Specification where it will refine its requirements for the Services including determination of the geographic area and service lines (target groups, support offered and area of expertise) which will be relevant to its requirement;
  - 2.1.2 set out its specific requirements for the Call-Off Contract in a draft Order Form;
  - 2.1.3 undertake a competition in accordance with the Regulations and by:
    - (a) determining which Suppliers are capable of meeting its requirement by applying the geographic area and service lines which the Suppliers are appointed to against the geographic area and service lines which the Buyer has determined as being relevant to its requirement;
    - (b) inviting those Suppliers determined as capable (in accordance with the paragraph above) to submit a tender in writing for the proposed Call-Off Contract to be awarded by the Buyer;
    - (c) setting a time limit for the receipt by it of the tenders; and
    - (d) keeping each tender confidential until the time limit set out for the return of tenders has expired;
  - 2.1.4 apply the evaluation criteria set out in Annex 1 to this Schedule to the compliant tenders submitted as the basis of its decision to award a Call-

Off Contract for its Services;

- 2.1.5 on the basis set out above and subject to any financial standing assessment which may be carried out in accordance with paragraph 2.2 below, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 5 (Call-Off Award Procedure). The Call-Off Contract shall:
- (a) state the Services in the applicable Call-Off Contract Specification;
  - (b) state the tender submitted by the successful Supplier;
  - (c) state the charges payable for the Services in accordance with the tender submitted by the successful Supplier; and
  - (d) incorporate the terms of the Order Form and Contract applicable to the Services;
- 2.1.6 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.
- 2.2 When evaluating tenders submitted by Suppliers, the Buyer reserves the right to undertake a financial standing assessment of the relevant Suppliers, the form and content of which will be specified as part of the invitation to tender ("**ITT**"). If a Supplier does not pass the financial standing assessment and/ or meet any relevant threshold(s) specified within the ITT, the Buyer may:
- 2.2.1 exclude that Supplier from the competition; and/ or
  - 2.2.2 make the award of the Call-Off Contract to the successful Supplier conditional on the Supplier putting in place appropriate mitigations in relation to its financial standing (as specified by the Buyer).

### **Supplier's Obligations**

- 2.3 Following an invitation to submit a tender pursuant to Paragraph 2.1 above, each Supplier shall be entitled (but not obliged) to submit to the Buyer a tender in respect of the proposed Call-Off Contract.
- 2.4 All tenders which are submitted shall
- 2.4.1 include as a minimum:
    - (a) a proposal covering the Services;
    - (b) a proposal for who will deliver the Services; and
    - (c) the proposed prices which are applicable to its tender;
  - 2.4.2 be submitted in writing by the time and date specified by the Buyer,
- and any tenders which do not meet the above requirements and any other mandatory requirements specified by the Buyer shall be deemed to be non

compliant and shall not be considered by the Buyer.

2.5 Each Supplier agrees that:

2.5.1 all tenders submitted 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

2.5.2 all tenders submitted are made and will be made in good faith and the Supplier represents that it 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:

(a) communicate to any person, other than the person requesting the tender, 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

(b) 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.

### **3. NO COMMITMENT**

3.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Services and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

3.2 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority and/or any Buyer in respect of the total quantities or values of the Services to be ordered by them pursuant to this DPS Agreement and the Supplier acknowledges and agrees that it has not entered into this DPS Agreement on the basis of any such undertaking, statement, promise or representation.

3.3 The Supplier acknowledges that the number of suppliers in this dynamic purchasing system may fluctuate during the Term.

### **4. RESPONSIBILITY FOR AWARDS**

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

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

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

**5. CALL-OFF AWARD PROCEDURE**

- 5.1 Subject to Paragraphs 1 to 3.2 above, a Buyer may award a Call-Off Contract to the Supplier by following the procedure in this Paragraph 5.
- 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 in line with this Paragraph 5 shall not constitute a Call-Off Contract under this Contract.
- 5.3 A Buyer wishing to award a Call-Off Contract shall send an order form substantially in the form of the Order Form Template set out in Schedule F2 (Order Form Template and Call-Off Schedules).
- 5.4 On receipt of an order form as described in Paragraph 5.3 from a Buyer the Supplier shall promptly sign and return (including by electronic means) a copy of the order form to the Buyer concerned.
- 5.5 On receipt of the signed order form from the Supplier, the Buyer may countersign and send (including by electronic means) a copy of the order form to the Supplier within two (2) Working Days. A Call-Off Contract shall be formed when the order form has been countersigned and sent by the Buyer.

**6. SUSPENSION FROM AWARD PROCEDURE**

- 6.1 Where a Buyer has exercised any right of termination in relation to a Call-Off Contract due to Default or breach by the Supplier, the Buyer shall be entitled to exclude the Supplier who was a party to the terminated Call-Off Contract from re-competing for any future Call-Off Contract until further notice.

**Annex 1 - Evaluation Criteria**

A Call-Off Contract shall be awarded on the basis of most economically advantageous tender ("**MEAT**") from the point of view of the Buyer.

The table below sets out details of the evaluation criteria and any weightings that will be applied to Suppliers' compliant tenders. The actual weighting to be applied to a particular Call-Off Contract will be specified during the Call-Off process from the range below. If no specific weighting is specified for a particular Call-Off Contract then the weighting to be applied to it will be 80% (quality) and 20% (price).

Criteria	Sub-Criteria (where applicable	Percentage Weightings
Quality	As further described in Call-Off documentation.	60-90%
Price	As further described in Call-Off documentation.	10-40%