

Framework Schedule 7 (Call-Off Award Procedure)

Introduction

- A. Information submitted by suppliers as part of their Framework Tender may be used by CCS and Buyers for the purposes of creating down selects and filters to identify and shortlist capable suppliers.
- B. During the Contract Period CCS may:
 - B.1. change the URL it uses for the Platform;
 - B.2. incorporate information from the Supplier's Framework Tender within the Platform;
 - B.3. create down selects and filters for shortlisting suppliers which will then be made available to Buyers to use under this Schedule if they wish to; and
 - B.4. review and amend any down selects and/or filters for shortlisting it creates.
- C. Preliminary Market Consultation - RFI Tool
If a potential Buyer requires to undertake preliminary market consultation with suppliers before finishing its Statement of Requirements and/or pursuing a Call-Off Procedure, this preliminary market consultation will be undertaken using the Request for Information (RFI) Tool in the Platform and if this functionality is not available, by email (or other written form of communication), in accordance with the Regulations.

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 Where a Further Competition Procedure is undertaken and the potential Buyer:
 - 1.2.1 requires the supplier to develop proposals or a solution in respect of such Deliverables; and/or
 - 1.2.2 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.

2 How a further competition works

What the Buyer has to do

- 2.1 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
 - 2.1.1 develop a Statement of Requirements setting out its requirements for the Deliverables over the Contract Period. This must include the evaluation method and criteria for assessing suppliers against the Statement of Requirements, together with a timetable for the evaluation process. The timetable will consider the complexity of both the requirements and the evaluation method being used and will allow enough time for suppliers to respond. The timetable will include:

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- (a) the tender submission due date
 - (b) the date range for any subsequent evaluation stages
 - (c) any security clearance requirements
- 2.1.2 define whether the requirement is for resource or for a contracted out service (for further information see Buyer's Guidance). For a 'resource' requirement the Buyer shall issue the Supplier and all its Key Staff defined as Off-Payroll Workers with a Status Determination Statement that describes the IR35 status of each Supplier key role / position being engaged;
- 2.1.3 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;
- 2.1.4 produce a list of capable suppliers that meet their requirements, which may be generated using information provided by suppliers in their Framework Tender as disclosed on the Platform. Buyers may wish, amongst other things, to apply down selects to identify its list of capable suppliers, which may include: (a) Location, (b) Service Capability, (c) studio facilities, and/or (d) participant recruitment methods, etc. based on the Buyer's Statement of Requirements;
- 2.1.5 publish the Statement of Requirements and evaluation process to the list of capable Suppliers and invite Suppliers to submit tenders in accordance with the Further Competition Procedure for its Deliverables in accordance with the Regulations. The Suppliers' tenders must include answers to a number of questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. Essential questions must have a clearly defined pass/fail threshold;
- 2.1.6 review the list of Suppliers who submitted a tender and said they could meet all essential criteria. The Buyer may create a shortlist by asking Suppliers who meet all the essential criteria and any qualitative questions relating to the Statement of Requirements;
- 2.1.7 where the Buyer does shortlist Suppliers under Paragraph 2.1.6 the Buyer shall undertake a further evaluation of all those shortlisted. This can include any of the evaluation methods published in the Statement of Requirements. A further evaluation stage may include, but is not limited to:
 - (a) providing a work history or supporting statement
 - (b) providing a written proposal
 - (c) providing a case study or evidence of previous work
 - (d) a presentation
 - (e) a scenario or test
 - (f) an interview
 - (g) providing a reference
- 2.1.8 The Buyer may require the Supplier to clarify their pricing during a Further Competition Procedure.
- 2.1.9 on the basis set out above, and after undertaking financial due diligence of the provisional successful Supplier, where the Buyer is satisfied with the level of due diligence undertaken it may award its Call-Off Contract to the successful Supplier in accordance with Paragraph 5. 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 2.1.3. above) applicable to the Deliverables.
- 2.1.10 provide unsuccessful Suppliers and those not shortlisted (if applicable) with written feedback in relation to the reasons why their tenders were unsuccessful, in line with the Regulations.

What the Supplier has to do

- 2.2 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 the Buyer with:
- 2.2.1 a statement to the effect that it does not wish to tender in relation to the Deliverables; or
 - 2.2.2 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) a written response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the written response (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Deliverables;
 - (d) its specific proposals in response to the Buyer's first Statements of Work included as part of the Further Competition Procedure (if applicable);
 - (e) CVs of Key Staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
 - (f) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
 - 2.2.3 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).
 - 2.2.4 The Supplier agrees that:
 - (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 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
 - (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

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- (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.

2.3 Suppliers may, during the Further Competition Procedure and prior to the clarification deadline set by the Buyer, ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and responded to. Questions and responses will be anonymised and made available to all Suppliers.

3 No requirement to award

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:

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, where a Call-Off Contract has been awarded, except for the execution of the first Statement of Work, be entitled at all times to decline to make any further award of its Deliverables and nothing in this Contract shall oblige the Buyer to award any further Statements of Work.

4 Who is responsible for the award

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 each Statement of Work under it) and that CCS is not responsible or accountable for and shall have no liability whatsoever (including checking whether the engagement of workers meets the rules for working off-payroll, i.e. Off-Payroll Worker (known as working 'outside IR35')), except where it is 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 (including each Statement of Work under them) between the Supplier and Buyer entered into pursuant to this Contract.

5 Awarding and creating a Call-Off Contract

5.1 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 2.1.3 above) of the Order Form template set out in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

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 Contract.

5.3 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.

5.4 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.

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6 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 2.1.3 above) of the Statement of Work Template set out in Framework Schedule 6 (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 shall 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.

7 Awarding and creating an Exempt Call-off Contract

- 7.1 Paragraph 1 above shall not apply to an Exempt Buyer.
- 7.2 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 7 and in accordance with any legal requirements applicable to that potential Exempt Buyer.
- 7.3 A potential Exempt Buyer may award an Exempt Call-off Contract under this Framework Contract through a Further Competition Procedure in accordance with Paragraph 2 as modified by Paragraph 7.5 below.
- 7.4 Notwithstanding the procedure set out in Paragraph 2 above, if the potential Exempt Buyer can determine that:
 - 7.4.1 its Deliverables can be met by the Supplier's description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
 - 7.4.2 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 5 above.
- 7.5 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 7.5. In that case, references to "the Regulations" in Paragraph 2 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.
- 7.6 Paragraphs 7.1 to 7.5 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.

8 Non-Participation and Supplier Misconduct

8.1 Where a Supplier fails to:

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

8.1.2 fails to notify CCS of their reasons for not participating or withdrawing from
participating in any Further Competition 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.

8.2 Where a Supplier:

8.2.1 falsely responds to a Further Competition Procedure, for example, by responding
"yes" to a "must have" question or requirement that it cannot fulfil; or

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

8.3 (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 Contracts 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:

Lot 1: Digital Outcomes, Further Competition Procedure, Award Criteria

Criteria	Weighting range (%)
Technical merit and functional fit	50
Cultural fit	10
Social Value	10
Price	30
TOTAL	100%