



## Framework Schedule 2 (Call-Off Award Procedure)

### PART ONE CALL OFF AWARD PROCEDURE

#### 1 Introduction

- 1.1 The Authority's procurement process to appoint the Supplier to the Framework also comprised the award of up to two initial Call-Off Contracts under the Framework.
- 1.2 The initial Call-Off Contracts - Type C Call-Off 1 and Type C Call-Off 2 - are already in place and outside the scope of this Framework Schedule 2.
- 1.3 This Schedule sets out the call off award procedure applicable to the award of any subsequent Call-Off Contract under the Framework.
- 1.4 If an Authority decides to award a Call-Off Contract under the Framework 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 Framework 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 (Framework Schedule 1);
  - (b) ensure that the Call-Off Contract is awarded within the limits laid down in the Framework;
  - (c) ensure that the Call-Off Contract does not entail substantial modifications to the terms of the Framework;
  - (d) verify that the Supplier remains eligible to be invited to tender under the terms of the Framework;
  - (e) invite the Supplier to tender following the Call-Off Award Procedure in this Schedule in accordance with the PCR Regulations and in particular:
    - (i) may consult the Supplier in writing, requesting it to supplement the tender it submitted for appointment on to the Framework, including as set out in Paragraph 6.2 below;

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- (ii) set a time limit for receipt of the Supplier's tender that takes account of factors such as the complexity of the contract and the time needed to prepare the tender;
    - (iii) keep the tender confidential until the time limit set out for the return of the tender has expired; and
    - (iv) apply the award criteria set out in Part 2 of this Schedule to the Supplier's compliant tender 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;
  - (f) where the Authority considers it is appropriate to do so, request clarification from the Supplier in accordance with Regulation 56(4) of the PCR Regulations;
  - (g) subject to Paragraph 2.2 below, award the Call-Off Contract to the Supplier in accordance with Paragraph 2.1(e)(iv). 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 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 Supplier; and
    - (iv) incorporate the terms of the Call-Off Award Form and Framework Contract applicable to the requirements.
- 2.2 The Authority reserves the right not to award a Call-Off Contract to the Supplier where the Supplier is unable to provide additional supporting information to demonstrate that it can deliver the Call-Off Contract or Call-Off Contracts in question.

### **The Supplier**

- 2.3 The Supplier shall in writing by the time and date specified by the Authority following a request for proposal ("RFP") pursuant to Paragraph 2.1(e) above provide the Authority with the full details of its tender made in respect of the delivery of the Outputs and the carrying out of the Works.
- 2.4 The Supplier shall submit its tender in accordance with the RFP issued by the Authority for the Call-Off Contract relating to the Outputs.
- 2.5 The Supplier agrees that:
- (a) the tender submitted by the Supplier in relation to an RFP for 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 RFP issued by the Authority in accordance with the Call-Off Award Procedure);
  - (b) all tenders submitted by the Supplier are made in good faith.
- 2.5.2 The Supplier certifies that it has not and undertakes that it will not 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.

### **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 Framework 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 Framework 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 Framework; or
- (b) the performance or non-performance of any Call-Off Contracts between the Supplier and the Authority entered into pursuant to this Framework.

### **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 Framework 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 Framework.
- 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 TWO AWARD CRITERIA**

## 6 Introduction

- 6.1 The Supplier's tender in response to an RFP for a specific Call-Off Contract will be assessed to determine whether it meets the award criteria, which are pass/fail criteria as set out in Table 1 below.

**Table 1**

<b>Mandatory requirements</b>
SQ response validity
No additional charges
VAT
<b>Quality/technical questions</b>
Network diagram
Network design
Access network
Backhaul and core networks
Call-Off Project plan
<b>Commercial questions</b>
Cost
Coverage

- 6.2 The Supplier must ensure its tender in response to an RFP for a specific Call-Off Contract:
- (a) is aligned to Joint Schedule 11 (Reference Financial Model), Joint Schedule 12 (Reference Technical Solution) and any other relevant Framework or Joint Schedules;
  - (b) highlights any variance from the Joint Schedule 11 (Reference Financial Model), Joint Schedule 12 (Reference Technical Solution) and any other relevant Framework or Joint Schedules (excluding Joint Schedule 10 (Specification), with the appropriate rationale, including as required under Clause 16 (Open Book) of the Framework Terms and Conditions;
  - (c) meets the requirements of Joint Schedule 10 (Specification);
  - (d) confirms how the Supplier will enhance its Social Value response in Joint Schedule 13 (Social Value) and, in line with Framework commitments, how its programme will be developed and the additional benefits that will be measured as a result of the Call-Off Contract.

- (e) If the Supplier fails to meet one or more pass/fail criteria, the Authority reserves the right to seek further information from the Supplier or not to award the Call-Off Contract or to take such other step(s) as it considers appropriate in the circumstances.

## **7 Amendments to Framework after the award of a Call-Off Contract**

- 7.1 Notwithstanding anything else in this Contract, the Parties agree that from the Effective Date of the Call-Off Contract, the updated Joint Schedule 13 (Social Value) provided as part of the Supplier's tender will replace the then current Joint Schedule 13 (Social Value) in the Framework.