# **Framework Schedule 7 (Call-Off Award Procedure)**

# **Part 1: Order Procedure**

### How A Call-Off Contract Is Awarded

* 1. If the Authority decides to source Deliverables through this Contract then it will award the Orders in accordance with the procedure in this Schedule and the requirements of the Regulations.
  2. If the Authority can determine that:
     1. its requirements can be met by the Suppliers’ description of the Deliverables as set out in Framework Schedule 1 (Specification); and
     2. all of the terms of the proposed Call-Off Contract are laid down in this Framework Contract and do not require amendment or any supplementary terms and conditions; and
     3. one of the circumstances set out in Annex A of Part 2 to this Schedule apply;

then the Authority may make a direct award of a Call-Off Contract in accordance with the procedure set out in Paragraph 3 below.

* 1. If the proposed Order does not come within the scope of Paragraph 1.2, then the Authority will award any Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 2 below.

### How A Further Competition Works

### What The Authority Has To Do

### If applicable, the Authority may use the following procedure to shortlist Suppliers before entering into a Further Competition Procedure:

### Service Deliverables – The Authority will produce a Supplier shortlist based on the areas of expertise.

### Expression Of Interest (“EOI”) – The Authority may use an EOI process to produce a Supplier shortlist. The EOI may contain the following details but is not limited to: scope, scale, timescales, incumbent supplier, grades, payment terms, capacity and/or budget.

### Service Filters and Expression of Interest – The Authority may use both of the procedures detailed in Paragraph 2.1.1 and 2.1.2.

### Market Engagement – The Authority may use this after or in conjunction with the EOI. The Authority will provide further information on its requirement and Suppliers may have the opportunity to raise queries.

### Suppliers can deselect themselves through the process after the Service Deliverables and/or EOI and/or Market Engagement.

### If the Supplier does not respond to the EOI in accordance with any stated timescales they will not be invited to participate in the Further Competition Procedure.

### The Authority, if awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

### develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying them;

### amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;

### invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular the Authority shall:

* + - * 1. invite the Suppliers identified in accordance with Paragraph 2.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice through Jaggaer to the relevant Supplier Representative of each Supplier;
        2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
        3. keep each tender confidential until the time limit set out for the return of tenders has expired;

### apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;

### on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 5. The Call-Off Contract shall:

* + - 1. state the Deliverables;
      2. state the tender submitted by the successful Supplier;
      3. state the Charges payable for the Deliverables, including itemising any expenses and any disbursements and their associated cost that the Supplier expects to charge to the Authority under the Call-Off Contract, in accordance with the tender for the Call-Off Contract submitted by the successful Supplier; and
      4. incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Authority in accordance with Paragraph 2.1.2. above) applicable to the Deliverables;

### provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

### What The Supplier Has To Do

### The Supplier shall in writing, by the time and date specified by the Authority following an invitation to tender pursuant to Paragraph 2.1.3 above, provide the Authority with either:

### a statement to the effect that it does not wish to tender in relation to the Deliverables; or

### 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:

* + - 1. A tender response in Jaggaer including unique reference number and Supplier name, so as to clearly identify the Supplier;
      2. a response in Jaggaer stating that the Supplier is bidding for the Statement of Requirements;
      3. a proposal covering the Deliverables, including itemising any expenses and any disbursements and their associated cost that the Supplier expects to charge to the Authority under the Call-Off Contract;
      4. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
      5. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).

### The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 2 shall be based on the charging structure and take into account any discount to which the Authority may be entitled as set out in Framework Schedule 3 (Framework Prices).

### The Supplier agrees that:

* + - 1. 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 Authority for 90 Working Days (or such other period specified in the invitation to tender issued by the Authority in accordance with the Call-Off Procedure); and
      2. 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:
         1. 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
         2. 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.

### How A Direct Award Works

### Subject to Paragraph 1.2 above if the Authority wishes to award an Order under this Contract without holding a further competition, the Authority shall apply the Direct Award Criteria as set out in Annex A of Part 2 to this Schedule. If the proposed Order meets the Direct Award Criteria, the Authority shall follow the procedure set out at Paragraph 3.2. If the Direct Award Criteria is not met, the Authority shall follow the procedure set out at Paragraph 2.3.

### In order to make a Direct Award, the Authority shall:

### develop a clear Statement of Requirements;

### identify the relevant Lot to ascertain the list of Suppliers who can deliver the Statement of Requirements;

### award the Order to the Supplier who is first in the relevant Supplier list. If that Supplier declines to accept the Order or cannot deliver the Deliverables within the required timeframe, the Authority will work down the relevant Supplier list (like a taxi rank) and award the Order to the first Supplier in the list who can deliver the Deliverables within the required timeframe. The order of the taxi rank will be determined by evaluated scores at Framework competition stage. The Supplier will be notified of its position in the taxi rank at Framework award stage;

### the Order will be formally placed with the successful Supplier in accordance with Paragraph 5 below; and

### the Supplier to whom the Order has been awarded will go to the end of the relevant list of Suppliers for the next, if any, Order made under a Direct Award.

### No Requirement To Award

### 4.1 Notwithstanding the fact that the Authority has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Authority shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Authority to award any Call-Off Contract.

### Awarding and Creating A Call-Off Contract

### Subject to Paragraphs 1 to 4 above, the Authority 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 Authority in accordance with Paragraph 2.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

### 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.

### On receipt of an Order 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 Order Form to the Authority.

### On receipt of the countersigned Order Form from the Supplier, the Authority shall send (including by electronic means) a written notice of receipt to the Supplier and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

# **Part 2: Award Criteria**

1. This Part 2 sets out the Direct Award Criteria (Annex A) and for further competition (Annex B) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of the most economically advantageous tender ("MEAT").

# **Annex A: Direct Award Criteria**

The Authority anticipates that the majority of Call-Off Contracts will be awarded via a further competition as detailed in Paragraph 2 of this Schedule. Notwithstanding this, the Authority reserves the right to make a direct award of a Call-Off Contract in the following circumstances (“the Direct Award Criteria”):

(i) where the Authority determines that the Call-Off Contract needs to be awarded with urgency due to any emergency and/or the nature of the requirement being delivered pursuant to the Call-Off Contract; and/or

(ii) where the requirement of the Call-Off Contract is such that delivery by the Supplier will facilitate transition and/or interoperability; and/or

(iii) the Deliverables that are the subject of the proposed Order is interdependent with other Deliverables being undertaken by the Supplier and it would be impractical and/or give rise to unnecessary costs if the Deliverables that are the subject of the proposed Order were to be undertaken by a different Supplier

subject always to the Authority’s Commercial Framework Manager confirming the Direct Award Criteria has been fulfilled.

# **Annex B: Further Competition Award Criteria**

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Percentage Weightings (or rank order of importance where applicable) - to be set by the Customer conducting the Further Competition Procedure** | **Allowable Variance**  **(This may be modified by the Authority within the range below)** |
| Quality | 50% | + 40% (50% to 90%) |
| Price | 50% | - 40% (10% to 50%) |