

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

INTRODUCTION

A. The Platform

- (a) Each potential Buyer and Supplier must register as a “Buyer” and “Supplier” respectively on the Platform using the online or offline registration process, as appropriate [\[insert link\]](#) , which includes support services, a helpline and FAQs.
- (b) The Buyer must complete the Buyer Registration Process and all applicable on-screen prompts, and must provide (amongst other things) details of those within its organisation who will be authorised to undertake a Call-Off Award Procedure under this Schedule using the Platform (“**Authorised Users**”).
- (c) Each time the Buyer wishes to procure a Call-Off Contract using the Platform, it should check the latest version of the User Terms displayed on the Platform. Any variation to the User Terms will only apply to future Contracts.
- (d) The Platform shall be used to undertake and support, where the functionality is available, the Ordering procedure set out in this Schedule, including the selection, ranking and/or shortlisting of supplier(s) in accordance with the CaM Tool relating to a supplier’s Resource Profile, Service Capability, Location and Scalability relevant to the Buyer’s Statement of Requirements, and the Pricing Tool. Once supplier(s) have been identified, the Platform supports and guides the potential Buyer through (amongst others) the procurement processes and application of the Contract award criteria.

If, for any reason, the Platform or some functionality is not available, the Buyer may undertake its procurement of the Contract outwith the Platform by referring to Annex C (CaM Tool) and Annex D (Pricing Tool) of this Schedule.

B. The Lots

The Deliverables under this RM6263 Digital Specialisms and Programmes Framework Contract are divided into 2 Lots:

- **Lot 1 (Digital Programmes)** – A potential Buyer may procure these Deliverables using the Further Competition Procedure only; and
- **Lot 2 (Digital Specialisms)** – A potential Buyer may procure these Deliverables using either the direct award procedure or the Further Competition Procedure,

as set out in this Schedule.

C. Preliminary Market Consultation – RFI Tool

If a potential Buyer requires to undertake preliminary market consultation with suppliers before finalising 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.

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 **Lot 2** - If the potential Buyer can determine that:

- 1.2.1 after using the CaM Tool to rank suppliers (as applicable) for the provision of the Deliverables that can be met by the selected DDaT roles (see Framework Schedule 1 (Specification), the full list of DDaT Roles is set out in Annex 1 (Pricing Matrix) of Framework Schedule 3 (Framework Prices) and Framework Schedule 2 (Framework Tender)) and, where such functionality is available, this should be set out in the Platform;
- 1.2.2 the price for the Deliverables will be calculated in accordance with and be no greater than that in the Pricing Mechanisms selected and Pricing Tool set out in Annex D and, where such functionality is available, this should be set out in the Platform; and
- 1.2.3 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

1.3 **Lot 1 and 2** – Where a direct award is not available or if all of the terms of the proposed Call-Off Contract are not laid down in this Contract, a Further Competition Procedure may be undertaken where the potential Buyer:

- 1.3.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables;
- 1.3.2 requires the Supplier to refine its pricing for the Deliverables calculated in accordance with and no greater than the Pricing Mechanisms and prices set out in the Pricing Tool in Annex D; and/or
- 1.3.3 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 3 below and enter into a Statement of Work in accordance with Paragraph 7 below.

2. How a direct award works (Lot 2)

2.1 Subject to Paragraph 1.2 above the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:

- 2.1.1 develop a clear Statement of Requirements;
- 2.1.2 use the CaM Tool to rank those suppliers capable of meeting the Statement of Requirements to provide the quality element of the direct award criteria;
- 2.1.3 use the Pricing Tool to provide the price element of the direct award criteria for the capable suppliers in Paragraph 2.1.2;
- 2.1.4 apply the direct award criteria to the CaM Tool outputs relating to the capable suppliers' under Paragraph 2.1.1 and the relevant prices set out in the Pricing Tool with regard to the description of the Deliverables as set out in the Statement of Requirements, Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) to establish which Supplier provides the most economically advantageous solution; and
- 2.1.5 on the basis set out above:
 - (a) the Buyer may then contact the successful supplier and confirm whether it can undertake and/or complete the Deliverables within the timeframe required by the Buyer, and if the supplier can, then the Buyer shall award the Call-Off Contract to the successful Supplier in accordance with Paragraph 6 below; or
 - (b) where the successful supplier states that it is unable to undertake and/or complete the Deliverables within the timeframe required by the Buyer, the Buyer may then contact the next ranking successful supplier, and continue to contact the next ranking successful supplier until it either:
 - (i) finds a successful supplier who can undertake and/or complete the Deliverables within the timeframe required by the Buyer and award the Call-Off Contract to them, or
 - (ii) the Buyer may alter its timeframe and comply with this Paragraph 2.1.5 from the start again, or
 - (iii) the Buyer may cease and discontinue its Call-Off Procedure under this Contract.

3. How a further competition works (Lot 1 and 2)

What the Buyer has to do

3.1 The Buyer may use the 1-Stage or 2-Stage FCP detailed in this Paragraph 3. If the Buyer uses the 2-Stage FCP, the first stage of that 2-Stage FCP is where the Buyer uses the CaM Tool to rank or shortlist suppliers before entering into the second stage of the 2-Stage of the Further Competition Procedure (which shall be the same process as set out the 1-Stage FCP).

3.2 CCS reserves the right to add or change the CaM Tool throughout the Framework Contract Period.

3.3 The Supplier may update their CaM Tool filters during the lifetime of the Framework Contract provided they continue to fall within the Specification for the applicable Lot.

1-Stage and 2-Stage FCP

3.4 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

- 3.4.1 develop a Statement of Requirements setting out its requirements for the Deliverables over the Contract Period;
- 3.4.2 amend or refine the Deliverables to reflect its requirements by using the Order Form and, if applicable, the Statement of Work, only to the extent permitted by and in accordance with the requirements of the Regulations;
- 3.4.3 for:
 - (a) **1-Stage FCP** - open the FCP to all suppliers; or
 - (b) **2-Stage FCP – first stage of the 2-Stage FCP** – the Buyer shall, as part of the first stage of the 2-Stage FCP, use the CaM Tool to shortlist or rank those capable suppliers' who will meet the Statement of Requirements and, at the Buyer's discretion, the Buyer may apply a cut-off (for example, the top 10 ranked suppliers) to take forward only those suppliers ranked above the cut-off to the second of the 2-Stage FCP;
- 3.4.4 publish the Statement of Requirements and evaluation process to all applicable suppliers, inviting them to submit tenders;
- 3.4.5 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations, which may include Buyer's requesting, for example, suppliers to provide hourly, day, weekly and/or monthly rates for specific DDaT Roles and/or discounts, as part of their tenders;
- 3.4.6 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;
- 3.4.7 on the basis set out above, and after undertaking financial due diligence on the potential successful supplier, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
 - (a) state the Deliverables;
 - (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 3.4.2. above) applicable to the Deliverables;
- 3.4.8 provide unsuccessful suppliers and those not shortlisted (is applicable) with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

3.5 The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3 above, provide the Buyer with either:

- 3.5.1 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) an 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 Statement 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 any discounts applicable to the Deliverables (if applicable).
- 3.5.2 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.
- 3.5.3 The Supplier agrees that:
 - (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 3 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
- (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.

4. No requirement to award

4.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that:

- 4.1.1 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.
- 4.1.2 the Buyer shall, except for the execution of the first Statement of Work, be entitled at all times to decline to make an award of its Deliverables and nothing in this Contract shall oblige the Buyer to award any further Statements of Work.

5. Who is responsible for the award

5.1 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, except where it is the Buyer, in relation to:

- 5.1.1 the conduct of Buyer in relation to this Contract; or
- 5.1.2 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.

6. Awarding and creating a Call-Off Contract

6.1 Subject to Paragraphs 1 to 5 above and 8, 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 3.4.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template, SOW 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 Call-Off Contract) which is not as described in this Paragraph 6 shall not constitute a Call-Off Contract under this Contract.

6.3 On receipt of an order form as described in Paragraph 6.1 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.

6.4 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.

7. Creating a Statement of Work

7.1 Subject to Paragraph 6 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 3.4.2 above) of the Statement of Work Template set out in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

7.2 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 7 shall not constitute a Statement of Work under this Contract.

7.3 On receipt of a statement of work as described in Paragraph 7.1 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.

7.4 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.

8. Awarding and creating an Exempt Call-off Contract

8.1 Paragraph 1 above shall not apply to an Exempt Buyer.

8.2 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 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.

8.3 A potential Exempt Buyer may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 2 above as modified by Paragraph 8.4 below

or through a Further Competition Procedure in accordance with Paragraph 3 as modified by Paragraph 8.5 below.

8.4 Notwithstanding the procedure set out in Paragraph 2 above, if the potential Exempt Buyer can determine that:

8.4.1 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

8.4.2 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 6 above.

8.5 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 8.5. In that case, references to "the Regulations" in Paragraph 3 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.

8.6 Paragraphs 8.1 to 8.5 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.

9. Non-Participation and Supplier Misconduct

9.1 Where a Supplier fails to:

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

9.1.2 fails to notify CCS of their reasons for not participating or withdrawing from participating in any Further Competition Procedure, when asked to do so;

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.

9.2 Where a Supplier:

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

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

(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 direct award (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 most economically advantageous tender ("MEAT").

Annex A: Direct award criteria

The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off Contract.

Lot 2 (Digital Specialists) Direct Award Criteria

	Criteria	Weighting range (or rank order of importance where applicable) - to be set by the Buyer conducting the Direct Award which in total should add up to 100%)
1.	Capability	10 – 90%
2.	Capacity (number of specialists per DDaT role)	10 – 90%
3.	Scalability (size of team)	10 – 90%

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4.	Security Clearance	5– 95%
5.	Location	5 – 95%
6	Price	10 – 90%
	TOTAL	100%

[Guidance: use the CaM Tool for numbers 1 to 5 and the Pricing Tool for number 6 above.]

In keeping with PPN 06/20, the Buyer should agree with the Supplier what they can and will do to help work towards the social value priorities set out in the Framework Schedule 1 (Specification). Buyers should discuss with the Supplier what would be an appropriate and proportionate commitment, and this commitment will form part of the Call-off Contract. Buyers would then evaluate the Supplier's performance against this commitment as part of ongoing contract management.

Annex B: Further Competition Award Criteria

Lots 1 (Digital Programmes) and Lot 2 (Digital Specialisms) FCP Award Criteria

1. First stage of a 2-Stage FCP

The following criteria shall apply and weightings may at the Buyer's discretion apply to the evaluation of shortlisted suppliers' tenders received through the **2-Stage** Further Competition Procedure:

Table 1

	Criteria	Weighting range (Optional) (or rank order of importance where applicable) - to be set by the Buyer conducting the Direct Award which in total should add up to 100%)
1.	Capability	10 – 90%
2.	Capacity (number of specialists per DDaT role)	10 – 90%
3.	Scalability (size of team)	10 – 90%
4.	Security clearance	5 – 95%
5.	Location	5 – 95%
	TOTAL	100%

[**Guidance:** use the CaM Tool for numbers 1 to 5 above.]

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2. 1-Stage or second stage of a 2-Stage FCP

The following criteria and weightings shall apply to a **1-Stage FCP** or the evaluation of tenders in second stage of a **2-Stage FCP**:

Lot 1 (Digital Programmes) and Lot 2 (Digital Specialisms) – Further Competition Procedure Award Criteria

Table 2

Criteria	Weighting range
Technical merit and functional fit	10 – 75%

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Cultural fit	5 – 20%
Social Value	10 – 20%
Price	10 – 75%
TOTAL	100%

Annex C: CaM TOOL



RM6263 DSP CAM
TOOL v0.4 20102021

Annex D: Pricing Tool



RM6263 DSP
PRICING TOOL v0.1 2

