

Framework Schedule 7 (Call-Off Award Procedure)

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.

Available award procedures

For **Lot 1**; (a Single Supplier Lot) a potential Buyer may award a Call-Off Contract by direct award only.

For **Lot 2** a potential Buyer may award a Call-Off Contract by further competition only

2. How a direct award works (Lot 1 Only)

- 2.1 Subject to Paragraph 1.1 above and Paragraph 2.2 below, 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 including Deliverables
- 2.1.2 select the Buyer Account Management Services level suitable for the Deliverables
- 2.1.3 allow the Supplier sufficient time to undertake discovery activities if necessary to ensure full understanding of the Buyers Deliverables
- 2.1.4 The Supplier shall in writing provide proposals or a solution in respect of such Deliverables;
- 2.1.5 award the Call-Off Contract in accordance with Paragraph 6 below

- 2.2 If the Buyer wishes to order Deliverables which are provided by the Supplier as part of the Command and House Paper Services ("**C&HP Services**"), the Buyer must follow the ordering procedure set out in Paragraph 8 below.

3. How a further competition works (Lot 2 Only)

What the Buyer has to do

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

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

- 3.1.2 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;
- 3.1.3 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
 - (a) if an Electronic Reverse Auction (as defined in Paragraph 7 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with Paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 3; or
 - (b) if an Electronic Reverse Auction is not used, the Buyer shall:
 - (i) invite the Suppliers identified in accordance with Paragraph 3.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
 - (ii) 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
 - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired.
- 3.1.4 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;
- 3.1.5 on the basis set out above, 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 3.1.2. above) applicable to the Deliverables,
- 3.1.6 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

3.2 The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide the Buyer and CCS where requested with either:

- 3.2.1 a statement to the effect that it does not wish to tender in relation to the Deliverables; or
- 3.2.2 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) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Deliverables;
 - (d) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
 - (e) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
- 3.2.3 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).
- 3.2.4 The Supplier agrees that:
 - (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 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 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.

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 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 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 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 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form 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. How e-auctions work

- 7.1 The Buyer shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Buyer and the Regulations.
- 7.2 Where Buyer wishes to undertake an electronic reverse auction, where Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**") then before undertaking it, the Buyer will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Buyer will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
- 7.3 The Buyer will inform the Suppliers of the specification for the Electronic Reverse Auction which shall include:
- (a) the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
 - (b) the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
 - (c) any limits on the values which may be submitted;
 - (d) a description of any information which will be made available to Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
 - (e) the conditions under which Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
 - (f) relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
 - (g) subject to Paragraph 7.5, the date and time of the start of the Electronic Reverse Auction; and
 - (h) details of when and how the Electronic Reverse Auction will close.
- 7.4 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
- 7.5 Throughout each phase of the Electronic Reverse Auction the Buyer will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.

7.6 The Supplier acknowledges and agrees that:

- (a) the Buyer and its officers, servants, agents, group companies, assignees and customers (including CCS) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
- (b) its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
- (c) it will comply with all such rules that may be imposed by the Buyer in relation to the operation of the Electronic Reverse Auction.

7.7 The Buyer will close the Electronic Reverse Auction on the basis of:

- (a) a date and time fixed in advance;
- (b) when no new prices or values meeting the minimum differences required pursuant to Paragraph 7.3 have been received within the prescribed elapsed time period; or

7.7.2 when all the phases have been completed.

8. Awarding a Contract for Command and House Paper Services

8.1 This Paragraph 8 is supplemental to, and does not replace, the requirements of Annex A (*Command and House Paper Services*) of the Specification ("**Annex A**") and in particular, paragraph 6.2 of Annex A. Any capitalised terms used in this Paragraph 8 which are not defined in the Contract are defined in Annex A.

8.2 For the purposes of this Paragraph 8 and the C&HP Services Order Form, "**Quotation**" shall mean a quotation provided by the Supplier containing the information set out in Annex 2 to this Part 1 of Framework Schedule 7.

8.3 The Buyer awarding a Call-Off Contract under this Contract for C&HP Services shall:

8.3.1 develop a Statement of Requirements in draft form ("**Draft Statement of Requirements**") in respect of the Deliverables it wishes to buy providing as much information as it can including where possible the information set out in Annex 1 to this Part 1 of Framework Schedule 7; and

8.3.2 submit the Draft Statement of Requirements to the Supplier using the following contact details [**insert details of Supplier's central mail box or other appropriate email address as provided by the Supplier**];

8.4 Where the Buyer does not specify the requirements of a Paper, the Supplier shall apply the default specifications in accordance with paragraph 6.5 of Annex A.

- 8.5 Unless, upon receipt of the Draft Statement of Requirements, the Supplier is able to provide a Quotation without further information from, or discussions with, the Buyer, the Supplier shall contact the Buyer within two (2) Working Days of receipt of the Draft Statement of Requirements to arrange the timing of any discussions required.
- 8.6 Once the Buyer has been able to finalise the Draft Statement of Requirements further to discussions under Paragraph 8.5, the Draft Statement of Requirements shall be the Statement of Requirements and the Buyer shall submit the Statement of Requirements to the Supplier.
- 8.7 Within two (2) Working Days of receipt of a Statement of Requirements the Supplier shall provide:
- 8.7.1 where no further information is required from the Buyer, a Quotation; or
 - 8.7.2 if further information is required from the Buyer, a Quotation in draft with details of the other information required from the Buyer to finalise the Quotation.
- 8.8 If, under Paragraph 8.7.2, the Buyer is required to provide further information or, in accordance with paragraph 6.6 of Annex A, the Content, the Buyer shall provide these to the Supplier as soon as reasonably practicable taking into account any timescales agreed with the Supplier as to the provision of the Deliverables. Within five (5) Working Days of receipt of the additional information, the Supplier shall provide a finalised Quotation to the Buyer.
- 8.9 The Charges included in the Quotation shall be calculated in accordance with Framework Schedule 3 (Pricing). The Buyer acknowledges that the Charges included in the Quotation may be subject to change where Deliverables are provided on a time and materials basis or if the Supplier is required to use additional resources or if the Supplier's projected activity as set out in the Quotation is subject to change. The Supplier shall keep the Buyer updated as to any increase in the Charges of [five per cent (5%)] or more.
- 8.10 Upon receipt of a Quotation, the Buyer may seek additional Quotations for alternative arrangements (for example, changes as to timing, formatting, or volume) from the Supplier at no additional cost to the Buyer.
- 8.11 If the Buyer is satisfied with the Quotation and wishes to proceed with the award of a Call-Off Contract for the Deliverables to the Supplier, the Buyer should complete the C&HP Services Order Form set out in Framework Schedule 6 (Order Form Templates And Call-Off Schedules) and send it to the Supplier using the contact details provided by the Supplier.

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- 8.12 On receipt of a C&HP Services Order Form, the Supplier shall accept the Call-Off Contract by promptly signing and returning a copy of the C&HP Services Order Form to the Buyer concerned.
- 8.13 On receipt of the countersigned C&HP Services Order Form from the Supplier, the Buyer shall send 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 C&HP Services Order Form.
- 8.14 The Supplier shall not, and the Buyer shall not ask the Supplier to, commence any activity in relation to a Quotation until the Call-Off Contract is formed in accordance with Paragraphs 8.11 to 8.13.
- 8.15 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 8 shall not constitute a Call-Off Contract under this Contract.

Annex 1 to Part 1

ITEMS TO BE INCLUDED IN DRAFT STATEMENT OF REQUIREMENTS

The Buyer shall include the following information, as applicable to the C&HP Service Option selected where known or available, in any Draft Statement of Requirements (any capitalised terms which are not defined in the Contract are defined in Annex A (*Command & House Papers Service Requirements*) of the Specification):

1. Confirmation as to whether the Draft Statement of Requirements is in form suitable for the Supplier to provide a Quotation or whether the Buyer needs to enter into discussions in order to finalise its requirements prior to the provision of a Quotation.
2. The date the Paper is intended to be Laid;
3. Print specification including number of print Copies required;
4. Requirements for Pre-production services;
5. Alternative Format requirements
6. Delivery Timelines and delivery address requirement including those for proofs, print Copies and Alternative Formats;
7. Timelines for written confirmation of all Charges incurred on the relevant Paper to be advised to the Buyer before invoicing takes place;
8. Any other requirements, including security requirements.

Annex 2 to Part 1

ITEMS TO BE INCLUDED IN QUOTATION

The Supplier shall include the items set out below as applicable in all Quotations (any capitalised terms which are not defined in the Contract are defined in Annex A (*Command & House Papers Service Requirements*) of the Specification). Where Charges are based on a fixed fee, the Supplier shall include details of any work (potential or actual) that may be required in relation to the fixed fee items but for which there will or may be additional costs.

1. C&HP Service Option;
2. Number of print Copies required by the Buyer;
3. Print method quoted on;
4. Whether the text pages including self-covers, shall be printed in colour or mono, and if litho how many print colours are required;
5. Whether any separate card cover shall be printed in mono or colour, and if litho how many print colours are required;
6. Paper stock quoted on for text and covers, stating the paper type, grammage and recycled content as standard, and brand name if requested by the Buyer;
7. Binding style (see Clause 13.10 of Annex A (*Command & House Papers Service Requirements*) of the Specification);
8. Pre-production services required, including the creation of a cover, title and/or copyright page;
9. Creation and supply of Web PDFs and/or Print PDFs;
10. UK delivery address for one delivery of print Copies (Charge included in the relevant C&HP Service Options);
11. Additional delivery requirements, stating the number of Copies to be delivered, the delivery address and delivery type;
12. Any project management Charge with detailed reason for applying;
13. Any other services required by the Buyer;
14. Timelines for each requirement;
15. Timelines for incurring additional Charges if the Buyer delays or cancels a service;
16. Timelines to return Copies of final corrected Content Format files to the Buyer, where the Supplier has added or changed Content for the creation of PDFs and/or other Formats;
17. Timeline process map showing the order of services to be provided in addition to other Timelines or Timeline ranges the Buyer may require included; and

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18. Timelines (approximate if not yet finalised) for Print Production and delivery of print Copies, including Alternative Formats, of the relevant Paper; and
19. Timelines (approximate if not yet finalised) for Pre-production services and delivery of non-print Formats including Web PDFs, Print PDFs, Alternative Formats and plain text files with Govspeak applied to the relevant Paper.

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 of tenders received through the Further Competition Procedure:

Criteria	Criteria
1	Price, (the Buyer accepts the maximum Framework Prices)

Annex B: Further Competition Award Criteria

For Lot 2 The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure, which shall be set by each Buyer conducting the Further Competition Procedure

Criteria	Relative weighting percentage
Quality Which consists of the following criteria: [Added Value / Innovation] [Technical merit and assistance] [Social Value] [Approach To Delivery Of The Services] [Implementation] [Use Of Supply Chain / Partners] [Environmental Characteristics]	Total Weighting to be applied:- 80 per cent; with a tolerance of minus 40 % Or plus 10 %
Commercial Which consists of the following criteria: [Value for Money] [Price] [Delivery Date and Delivery Period] [Period of Completion]	Total Weighting to be applied:- 20 per cent; with a tolerance of minus 10 % Or plus 40 %