

SCHEDULE 4

Call-Off Ordering Procedures

Part 1 Order Procedure

1. How a Call-Off Contract is awarded

1. If a Contracting Body decides to source Goods and Services through this Framework Contract, then it will call-off from this Framework in accordance with the procedure in this Schedule and the requirements of the Public Contract Regulations 2015.

2. If the Contracting Body is using **Lot 1** it shall carry out a Further Competition to award a Call-Off Contract.

3. If the Contracting Body is using **Lots 2 – 10** it can either carry out a Further Competition or Direct Award to award a Call-Off Contract.

4. If the Contracting Body can determine that:

1. its requirements can be met by the Contractors' tender offer against the applicable Lot Specification; and

2. all of the terms of the proposed Call-Off Contract are laid down and do not require amendment; and

3. the Contractor's tendered Charges are acceptable
then the Contracting Body may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

5. If the Contracting Body:

1. requires Goods or Services under Lot 1; and/or

2. requires the Contractor to develop proposals, pricing or a solution in respect of its requirements; and/or

3. needs to amend or refine the terms of the Call-Off Contract to reflect its requirements to the extent permitted by and in accordance with the Public Contract Regulations 2015;

then the Contracting Body may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 3 below.

2. Direct Award

1. Subject to Paragraph 1.4 above the Contracting Body shall:

1. develop a clear Statement of Requirements;

2. apply the direct award criteria to the Contractors' tender offer against the applicable Lot Specification to all Contractors on the Lot capable of meeting the Statement of Requirements in order to establish which Contractor provides the most economically advantageous solution; and
3. on the basis set out above, award the Call-Off Contract, selecting the relevant terms for the award, to the successful Contractor in accordance with Paragraph 6 below.

3. Further Competition

1. The Contracting Body shall:
 1. develop a clear Statement of Requirements;
 2. invite tenders by conducting a Further Competition Procedure in accordance with this Schedule and the Public Contract Regulations 2015 and in particular:
 - i. through the Contracting Body's e-tendering portal, invite the Contractors to submit a tender for each proposed Call-Off Contract to be awarded to each Contractor on the Lot;
 - ii. indicate the Call-Off Contract terms that will apply;
 - iii. 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
 - iv. keep each tender confidential until the time limit set out for the return of tenders has expired;
 3. Check and confirm that the tender offers do not exceed the ceiling price Charges offered by the Contractor;
 4. apply the further competition award criteria to the Contractors' compliant tenders submitted through the Further Competition Procedure;
 5. on the basis set out above, award its Call-Off Contract to the successful Contractor in accordance with Paragraph 6. The Call-Off Contract shall include:
 - a. the Statement of Requirements;
 - b. the tender submitted by the successful Contractor;

- c. the Charges payable for the Goods and/or Services in accordance with the tender submitted by the successful Contractor; and
 - d. incorporate the terms of the Order Form and applicable Call-Off Contract terms,
- 6. provide unsuccessful Contractors with feedback in relation to the reasons why their tenders were unsuccessful.
- 2. The Contractor shall by the time and date specified by the Contracting Body following an invitation to tender provide the Contracting Body with either:
 - 1. a statement that it does not wish to tender in relation to the Further Competition tender request; or
 - 2. a full tender submission, including, as a minimum:
 - a. confirmation that the Contractor is submitting a tender;
 - b. their proposal responding to the tender;
 - c. details of any Key Personnel involved including the contact details of the Contractors tender representative; and
 - d. full pricing information.

3.3 The Contractor agrees that:

- 3.3.1 all tenders submitted by them through this Further Competition Procedure shall remain open for acceptance by the Contracting Body for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Contracting Body); and
- 3.3.2 all tenders submitted shall not exceed the ceiling prices of the Tenderer's bid.
- 3.3.3 all tenders submitted by the Contractor are made and will be made in good faith and that the Contractor 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 Contractors certifies that it has not and undertakes that it will not:
 - (a) 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

- (b) 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

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

5. Who is responsible for the award

- 1. The Contractor acknowledges that the Contracting Body is independently responsible for the conduct of its award of Call-Off Contracts under this Framework and that the Commissioner is not responsible or accountable for and shall have no liability whatsoever, except where it is the Contracting Body entering into a Call-Off Contract itself.

6. Awarding and creating a Call-Off Contract

- 1. Subject to Paragraphs 1 to 5 above, a Contracting Body may award a Call-Off Contract with the Contractor by sending a completed Order Form substantially in the form (as may be amended or refined by the Contracting Body set out at Schedule 2).
- 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 Framework Contract.
- 3. On receipt of an order form as described in Paragraph 6.1 from a Contracting Body the Contractor shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Contracting Body.

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 Procedures set out in this Schedule 4.
- 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.

Criteria	Variance to framework criteria To be set by the Contracting Body conducting the Direct Award
Price 30%	+ 60% (Range of 30 to 90% for pricing)
Quality 70% (made up of a mix of general all and lot specific)	• 60% (Range of 10 to 70% for quality)

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	Variance to framework criteria To be set by the Contracting Body conducting the further competition
Quality 70% (made up of a mix of general all and lot specific)	• 60%
Price- 30%	+ 60%