

FRAMEWORK AGREEMENT - SCHEDULE 4

ORDERING PROCEDURE

1. Award Procedure

- 1.1 If any Contracting Authority decides to source the Goods and/or Services through this Framework Agreement then it will award its Call-Off Contract in accordance with the procedure in this Framework Schedule 4 Ordering Procedure and the requirements of the Public Contract Regulations 2015 (including any guidance issued or updated by the UK Government in relation to the Public Contract Regulations 2015).
- 1.2 Call-Off Contracts formed under the Framework Agreement shall under no circumstances entail substantial modifications to the terms laid down in this Framework Agreement.
- 1.3 All Call-Off Contracts shall be formed as a result of carrying out a further competition process with all capable Framework Contractors (who are named under the relevant lot).
- 1.4 Where a Contracting Authority has outsourced its fleet management or procurement function to a third party, the Framework Contractor shall co-operate with such third party as if that third party was the Contracting Authority. Such co-operation shall include but is not limited to co-operation in respect of the:
 - 1.4.1 the Ordering Procedure; and
 - 1.4.2 performance and management of any resulting Call-Off Contract.

2. Goods and Services (Further Competition Procedure)

Contracting Authority's Obligations

- 2.1 Any Contracting Authority competed Goods and Services under this Framework Agreement shall:
 - 2.1.1 develop a statement of requirements setting out its requirements for the Goods and/or Services and identify the most suitable lot and all Framework Contractors capable of supplying the Goods and/or Services;
 - 2.1.2 amend or refine the Call-Off Contract Terms and Conditions to reflect its Goods and/or Services requirements only to the extent permitted by and in accordance with the requirements of the Public Contract Regulations 2015;
 - 2.1.3 invite tenders by conducting a further competition procedure for its Goods and/or Services in accordance with the Public Contract Regulations 2015 and in particular:
 - (a) consult in writing the Framework Contractors capable of performing the Call-Off Contract for the Competed Goods and Services requirements and invite them within a specified time

- limit to submit a tender in writing for each specific contract to be awarded;
 - (b) 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 contract and the time needed to submit tenders; and
 - (c) keep each tender confidential until the expiry of the time limit for the receipt by it of tenders;
- 2.1.4 apply the further competition award criteria in paragraph 6 below to the Framework Contractors compliant tenders submitted through the further competition procedure as the basis of its decision to award a Call-Off Contract for its Goods and/or Services;
- 2.1.5 on the basis set out above, award its Call-Off Contract to the successful Framework Contractor by issuing an Order Form which;
- (a) includes the statement of requirements (including the Specification) for the required Goods and/or Services;
 - (b) incorporates the tender submitted by the successful Framework Contractor;
 - (c) states the Contract Price payable for the Goods and/or Services in accordance with the tender; and
 - (d) incorporates the Call-Off Terms (as may be amended or refined by the Contracting Authority in accordance with paragraph 2.1.2 above),
- 2.1.6 provide unsuccessful Framework Contractors with written feedback in relation to the reasons why their tenders were unsuccessful.

The Framework Contractor's Obligations

- 2.2 The Framework Contractor shall in writing, by the time and date specified by the Contracting Authority following an invitation to tender pursuant to paragraph 2.1.3 above provide the Contracting Authority with either:
- 2.2.1 a statement to the effect that it does not wish to tender in relation to the required Goods and/or Services; or
 - 2.2.2 the full details of its tender made in respect of the required Goods and/or Services.
 - 2.2.3 The Framework Contractor agrees that:
 - (a) all tenders submitted by the Framework Contractor in relation to a further competition shall remain open for acceptance by the Contracting Authority for a minimum of ninety (90) calendar days (or such other period specified in the invitation to tender issued by the relevant Contracting Authority); and
 - (b) all tenders submitted by the Framework Contractor are made and will be made in good faith and that the Framework 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 Framework Contractor 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.

3. No Award

3.1 Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 2, the Contracting Authority shall be entitled at all times to decline to make an award for its Goods and/or Services. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call-Off Contract.

4. Responsibility For Awards

4.1 The Framework Contractor acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call-Off Contracts under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

4.1.1 the conduct of Other Contracting Authorities in relation to this Framework Agreement; or

4.1.2 the performance or non-performance of any Call-Off Contracts between the Framework Contractor and Contracting Authorities entered into pursuant to this Framework Agreement.

5. Form of Order

5.1 Subject to paragraphs 1 to 4 above, each Contracting Authority may award a Call-Off Contract to the Framework Contractor by sending (including electronically) a signed Order Form in substantially the form set out in Schedule 5 to the Framework Agreement. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order Form) which is not as described in this paragraph shall not constitute an Order Form under this Framework Agreement.

5.2 On receipt of an Order Form as described in paragraph 5.1 above from a Contracting Authority, the Framework Contractor shall accept the Order Form by promptly signing and returning (including by electronic means) the Order Form to the Contracting Authority concerned.

6. Award Criteria for Further Competitions

6.1 Call-Off Contracts shall be awarded based on the most economically advantageous tender ("MEAT"), assessed from the point of view of the Contracting Authority.

6.2 The following criteria shall be applied to all further competitions carried out via this Framework Agreement:

Award Criteria for Further Competitions	Suggested Sub-Criteria	Percentage Weighting*
<u>Price</u>		0-100%
<u>Technical Merit and Quality</u>	<ul style="list-style-type: none"> • Technical Merit (ability to meet technical requirements) • Compliance with Standards and Regulations • Vehicle Reliability and Durability • Vehicle Design and Manufacture • Quality Control (including certification, inspection, quality management and/or acceptance testing) • Aesthetic and Functional Characteristics • Documentation • Health and Safety • Interoperability and/or compatibility with existing vehicles, equipment and/or systems • Supply and/or installation of equipment 	0-100%
<u>Customer Support</u>	<ul style="list-style-type: none"> • Training • After Sales/Technical Support • Warranty • Maintenance, Service, Repair and Refurbishment • Parts and Key Components • Governance, Customer Liaison and Communication • Contract, Performance and Relationship Management • Issue and Change Management 	0-100%
<u>Delivery</u>	<ul style="list-style-type: none"> • Mobilisation • Delivery Period and Lead Times • Project Management / Production Planning 	0-100%
<u>Social Value</u>	<ul style="list-style-type: none"> • Sustainability and the Environment • Equality and Diversity • Education attainment e.g. training, apprenticeship schemes, work placements <p><u>Where Social Value is selected as Award Criteria for a Further Competition, it is recommended that it has a weighting of at least 10%.</u></p>	0-100%
<u>Organisation</u>	<ul style="list-style-type: none"> • Business Continuity • Security • Information Management • Supply Chain Management • Skills/Competencies of Staff 	0-100%

*Percentage weightings to be set by the Contracting Authority conducting the Further Competition

6.3 Contracting Authorities do not need to use all of the award criteria provided in the table at 6.2 and may set and apply the weighting for any selected criteria at a level to suit their requirement. Contracting Authorities may add to and amend the suggested

sub award criteria to fit their requirement (which must be in keeping with the overarching award criteria) but shall not introduce new award criteria.

- 6.4 Where the Contracting Authority has invited tenders across multiple lots it reserves the right to appoint one Contractor based on the most economically advantageous tender ("MEAT") across all competed lots, assessed from the point of view of the Contracting Authority. The award criteria and method of evaluation shall be defined by the Contracting Authority within their Further Competition Invitation to Tender.

7. Abnormally Low Tenders

- 7.1 As per regulation 69 of the Public Contract Regulations 2015, Contracting Authorities may reject any tenders submitted by Framework Contractors that are considered abnormally low. Circumstances for such rejection are outlined within the Public Contract Regulations 2015.