



---

**FRAMEWORK AGREEMENT**  
Mini Competition Procedure

---

## **SELECTION AND APPOINTMENT OF FRAMEWORK CONTRACTORS TO CARRY OUT CALL OFF CONTRACTS**

The Parties acknowledge that where an Authorised User wishes to award a Call Off Contract under this Framework Agreement the selection of a Framework Contractor from a Framework Lot shall be made by the Authorised User either by Direct Selection in accordance with the provisions, or by way of Mini-Competition in accordance with the provisions.

For the avoidance of doubt, the decision as to whether to select a Framework Contractor by Direct Selection or by way of a Mini-Competition shall be entirely at the Authorised User's discretion.

### **Mini-Competition**

If an Authorised User wishes to award a Call Off Contract by way of a Mini-Competition, the Authorised User shall identify the Framework Contractors appointed to the relevant Framework Lot who are capable of carrying out the particular Call Off Contract, and shall invite those Framework Contractors to take part in a Mini-Competition.

The Contractor acknowledges that the Authorised User may apply the Capability Criteria to determine which Framework Contractors are capable of carrying out the Call Off Contract and are therefore to be invited to participate in the Mini-Competition.

The invitation to take part in a Mini-Competition shall follow the follow guidelines:

- be issued in writing;
- explain whether the Mini-Competition is to comprise of written tender / selection proposals by the Framework Contractors, site visits, interviews or presentations or a combination of any of these things;
- where the Mini-Competition is to involve the submission of written tender proposals by the Framework Contractors, specify a fixed time limit for submission of such proposals, such time limit being of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the Works and Services in question, the nature of the Authorised User's requirements and the time needed to compile and submit proposals;
- set out the evaluation criteria on which tenders submitted pursuant to the Mini-Competition will be assessed, which shall be based on the Mini-Competition Evaluation Criteria set out in Schedule 4 with such amendments as the Authorised User may stipulate to reflect the requirements of the Call Off Contract in question;
- contain a copy of the form of Call Off Contract that will be entered into with the successful Framework Contractor.

When invited by an Authorised User to participate in a Mini-Competition, the Contractor shall provide written confirmation to the party carrying out the tender as to whether or not it wishes to participate.

The Contractor shall be responsible for any costs it incurs in participating in a Mini-Competition and acknowledges and agrees that neither PP, nor any Authorised User shall have any liability for such costs under any circumstances.

The Mini-Competition will be assessed on the basis of the evaluation criteria set out in the invitation and all Framework Contractors invited to take part in the Mini-Competition will be informed of the outcome of that evaluation.

### **Issue of a Call Off Contract**

If the Contractor is selected to carry out a Call Off Contract (whether following a Mini-Competition or by Direct Selection), PP or the Authorised User may issue a Call Off Contract to the Contractor for execution.

The Contractor shall execute and return the Call Off Contract to PP or the Authorised User within ten (10) Working Days of receipt of the same or such longer period as PP or the Authorised User may specify.

Should the Contractor fail to comply with its obligation in clause 5.10 above, the Contractor shall be deemed to have declined the offer to enter into the Call Off Contract and PP or the Authorised User may recommence the selection process under this clause 5.

Once appointed to carry out Works and Services under a Call Off Contract, the Contractor shall carry out those Works and Services in accordance with the terms of the Call Off Contract.

### **Inconsistency between terms of a Call Off Contract and this Framework Agreement**

The terms of this Framework Agreement will supplement and complement the terms of any Call Off Contract. However, in the event of any conflict or discrepancy between the terms of a Call Off Contract and the terms of this Framework Agreement the terms of the relevant Call Off Contract will prevail.

### **MEASUREMENT OF PERFORMANCE**

Throughout the Framework Term, the performance of the Contractor in relation to any Call Off Contract shall be monitored and assessed by PP reference to the KPIs incorporated in the relevant Call Off Contract.

PP, following consultation with the framework owner, may develop, update, supplement and/or amend the KPIs throughout the Framework Term and if it does so, shall provide Contractor with details of any changes or additions to the KPIs.

The Contractor will provide PP with such assistance and information on an open book basis as it may reasonably require in order to assess the Contractor's contribution to the achievement of the KPIs and the Framework Objectives.

### **PRICING**

The price payable to the Contractor for the carrying out of Works and Services pursuant to Call Off Contracts awarded to it will be calculated by reference to the rates and prices set out in the Contractor's Pricing Schedule subject to:

- any refinements that are necessary to reflect the particular requirements of the Call Off Contract in question; and/or
- any reduction that may be offered and agreed pursuant to a Mini-Competition or during a Direct Selection of the Contractor.

### **CONTINUOUS IMPROVEMENT AND CO-OPERATION**

#### **Commitment to seek Continuous Improvement**

Throughout the Framework Term the Contractor shall seek to achieve continuous improvement in the quality of the Works and Services that it is required to carry out under Call Off Contracts awarded to it.

The Parties shall consider and seek to agree such incentives, additional to those described in this Framework Agreement, as may be appropriate to encourage the Contractor to maximise its efforts pursuant to this Framework Agreement and any Call Off Contract awarded to it.

## **Meetings and Annual Review Forum**

The Contractor shall attend all meetings as may be necessary for the proper performance of the Works and Services.

Without prejudice to the generality to the framework, twelve (12) months after the Commencement Date and every twelve (12) months thereafter until the end of the Framework Term, PP may convene a meeting with such Authorised Users and Framework Contractors as PP may specify by giving such persons not less than five (5) Working Days' notice in writing to:

- share experience and lessons learnt from completed Call Off Contracts;
- review any KPIs collated and analysed;
- identify areas of success or areas for improvement in the successful carrying out of the Works and Services and the achievement of the Framework Objectives;
- share knowledge and experience in the pursuit of continuous improvement of the Works and Services;
- discuss comments on the forms of Call Off Contract to identify any problem areas and, if non substantial, proposals to address such issues; and
- publish details of the workload of each Framework Contractor to ensure transparency of information.

## **No Delay**

In all matters relating to the Works and Services, including without limitation any required notice, request, submission, decision, consent, approval, comment, valuation, agreement, opinion, instruction and other communication and activity the Contractor shall act reasonably and without delay.

## SCHEDULE 4

### MINI COMPETITION EVALUATION CRITERIA

PP or the Authorised User making the call off will confirm to the Framework Contractors, in the invitation to take part in the Mini-Competition, the criteria that will be used to assess tenders that are submitted pursuant to the Mini-Competition. Such criteria will be based on the criteria set out in the table below, with such amendments as PP or the Authorised User may stipulate to reflect the requirements of the Call Off Contract in question.

The percentage weightings given to the price and quality elements of the criteria will be confirmed by PP or the Authorised User making the call off in the invitation to take part in the Mini-Competition. These weightings will generally be within the ranges set out in the table below, unless PP or the Authorised User in question considers that there is a project specific reason why different weightings should be used.

Criteria	Criteria weighting
Qualitative criteria which may include the following: <ul style="list-style-type: none"><li>- [conformity of the Contractor's proposal with PP's / the Authorised User's requirements;</li><li>- relevant experience, qualifications and track record of the team proposed by the Contractor;</li><li>- the Contractor's customer service proposals;</li><li>- the Contractor's proposed work method;</li><li>- the Contractor's health and safety proposals and proposals for workforce development;</li><li>- the Contractor's social value proposals;]</li></ul>	10% adjustment allowance
The Contractors' proposed price for carrying out the Call Off Contract	10% adjustment allowance