Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. Definitons
   1. In this Framework Schedule 7, the following expressions shall have the following meanings:
   2. “Guidance” means any customer guidance issued or updated by the UKEF from time to time in relation to the use of the Framework Agreement.
   3. “Prospectus” means the written description of the Supplier’s capabilities and Supplier Personnel containing the information set out in Annex A of Framework Schedule 7 as the same may be amended or updated from time to time.
2. How a Call-Off Contract is awarded
   1. If UKEF 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, and according to the Guidance issued by UKEF.
   2. If UKEF can determine that:
      1. its Deliverables can be met by the description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
      2. 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 UKEF may award a Call-Off Contract in accordance with the procedure set out in Paragraph 3 below.

* 1. If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and UKEF:
     1. requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
     2. 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 UKEF may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 4 below.

1. How a direct award works
   1. Subject to Paragraph 2.2 above, UKEF awarding a Call-Off Contract under this Contract without holding a further competition shall:
      1. develop a clear Statement of Requirements and at its sole discretion either:
         1. apply the direct award criteria to the Suppliers’ Prospectus and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous tender (“MEAT”) solution; or
         2. where UKEF has reasonable grounds to believe that a particular Supplier would provide the best value for money: e.g. UKEF believes that the Supplier provides demonstrable value for money, which may include but is not limited to:
            1. Cost effectiveness;
            2. Price; and/or
            3. Quality.
         3. in respect of the relevant requirement UKEF may award a Call-Off Contract to that Supplier;

on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 7 below.

* 1. A Call-Off Contract may also be awarded on the basis of a direct award where the Prospectus(es), reasons contemplated by Paragraph 3.1.1(b) above and/or checks for Conflicts of Interest indicate that only one Supplier is capable of delivering the requirements, or where the responses to an expression of interest indicate that only one Supplier is interested in, or able to meet, the Statement of Requirements.

1. How a further competition works

What UKEF has to do

* 1. UKEF awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for the Deliverables, and identify the Suppliers capable of supplying them using theProspectus(es) and/or an expression of interest;
     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. invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
        1. invite the Suppliers identified in accordance with Paragraph 4.1.1to 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. A minimum of two suppliers must be invited to further competition;
        2. set a time limit for the receipt 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
        3. keep each tender confidential until the time limit set out for the return of tenders has expired.
     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;
     5. on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 7. The Call-Off Contract shall:
        1. state the Deliverables;
        2. state the tender submitted by the successful Supplier;
        3. state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
        4. incorporate the terms of the Order Form and Contract (as may be amended or refined by UKEF in accordance with Paragraph 4.1.2. above) applicable to the Deliverables,
     6. provide unsuccessful Suppliers with feedback if requested in relation to the reasons why their tenders were unsuccessful within 30 days of the Call-Off Contract being awarded.

What the Supplier has to do

* 1. The Supplier shall in writing, by the time and date specified by UKEF following an invitation to tender pursuant to Paragraph 4.1.3above, provide UKEF and UKEF with either:
     1. a statement to the effect that it does not wish to tender in relation to the Deliverables and which permissible reason in Paragraph 5.1 applies; or
     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:
        1. an email response subject line to comprise of unique reference number and Supplier name, so as to clearly identify the Supplier;
        2. a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
        3. a proposal covering the Deliverables;
        4. CVs of key staff – as a minimum any lead point of contact, with others, as considered appropriate along with required staff levels (if necessary); and
        5. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
     3. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 4 shall be based on the hourly rates set out in Schedule 3 (Framework Prices) and shall, where applicable, take into account any discount to which UKEF may be entitled as set out in Framework Schedule 3 (Framework Prices).
     4. The Supplier agrees that:
        1. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 4shall remain open for acceptance by UKEF for ninety (90) Working Days (or such other period specified in the invitation to tender issued by UKEF in accordance with the Call-Off Procedure); and
        2. 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:
           1. 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
           2. 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.

**5. Obligations to accept Orders**

* 1. The Supplier shall (i) accept Orders by way of a direct award and (ii) respond to invitations to participate in Further Competition Procedures, for the provision of the Services to UKEF, unless it can demonstrate that one or more of the following applies:
     1. the Supplier has insufficient Supplier Staff with the level of security clearance and/or inadequate resources available to properly service the Order because the required resources are engaged in servicing existing Orders or other work;
     2. the Supplier does not have the necessary specialist expertise in the types of Deliverables, legal services, areas of legal practice, and/or industry sector specialisms required for the provision of such Services as may be requested by UKEF;
     3. the Supplier has a Conflict of Interest in relation to a proposed Order and/or UKEF which cannot be mitigated to UKEF’s satisfaction;
     4. the Supplier has not been provided with at least (i) five (5) Working Days to submit a full written tender in response to a Further Competition Procedure or two (2) Working Days to accept an Order via a direct award;
     5. the Supplier believes there is a possibility of breaching sanctions; and/or
     6. the Supplier is required by the Regulatory Compliance requirements to refuse to act.

1. No requirement to award
   1. Notwithstanding the fact that UKEF has followed a procedure as set out above in Paragraph 3 or 4 (as applicable), the Supplier acknowledges and agrees that UKEF shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige UKEF to award any Call-Off Contract.
2. Awarding and creating a Call-Off contract
   1. Subject to Paragraphs 2 to 4 above, UKEF 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 UKEF in accordance with Paragraph 4.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
   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 7 shall not constitute a Call-Off Contract under this Contract.
   3. On receipt of an Order Form as described in Paragraph 7.1 from UKEF, the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to UKEF concerned.
   4. On receipt of the countersigned Order Form from the Supplier, UKEF 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.

Annex A: Prospectus

1. The Supplier shall develop and maintain throughout the Framework Contract Period a Prospectus containing the information set out in this Annex A (Prospectus), as may be amended by UKEF from time to time. Reference to this Prospectus may be used as part of the Call-Off Award Procedure:



**Part 2: Award Criteria**

1. This Part 2 lays out award criteria for direct award (Annex B) and for further competition (Annex C) in accordance with the Call-Off Procedure.

Annex B: Direct award criteria

Firms may be down-selected to lead to a direct award based on, the content of their prospectus and/or the use of an expression of interest.

The criteria and weightings set out in the table headed “Direct Award Criteria” shall apply to the evaluation for direct award of each Call-Off awarded through down-selection.

Direct award will also be justifiable where:

(i) UKEF exercises its discretion in accordance with Paragraph 3.1.1(b) of Part 1 of this Schedule, or

(ii) only one Supplier is capable of, or interested in, delivering the requirement, including due to Conflicts of Interest.

Direct Award Criteria

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| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| Quality (including but not limited to experience of relevant transaction structure(s) and jurisdictions (if applicable) and legal specialisms, service fitness for purpose, experience and availability of staff) | 10-90% |
| Price (total costs, cost effectiveness & price) | 10-90% |

Annex C: Further Competition Award Criteria

Suppliers may be down-selected prior to a Further Competition based on the content of their Prospectus or the use of an expression of interest.

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

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| --- | --- |
| **Criteria** | **Relative weighting percentage** |
| Quality  Which includes but is not limited to the following criteria:   * Experience of relevant transaction structure(s) and jurisdictions (if applicable) * Added Value / Innovation * Social Value * Approach To Delivery Of The Services * Implementation   Use Of Affiliate Firms (if applicable) | 10-90% |
| Price | 10-90% |