**FRAMEWORK SCHEDULE 1**: **SPECIFICATION**

**RESTRUCTURING & INSOLVENCY (R&I)**

**REFERENCE NUMBER**

**RM6269**

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# **INTRODUCTION**

* 1. The purpose of this document is to provide a description of the Services that the Supplier shall be required to deliver to the Buyer under the Call-Off Contract.

## **THE FRAMEWORK**

* 1. The Services within this Framework are contained in paragraphs 3 to 5 of this Specification and are not an exhaustive list. Buyers may require other similar Services, which will be detailed in the Call-Off Procedure. The scope of the Services for this Framework shall remain as described in this Specification and the contract notice placed in the Find-A-Tender Service.
	2. The Buyer will set Key Performance Indicators (KPIs) as appropriate in the Call-Off Procedure.

#### RESTRUCTURING & INSOLVENCY SERVICES

* 1. Provision of objective advice in relation to corporate restructuring and insolvency. Although the exact nature of this advice will vary by case, suppliers must be able to demonstrate the required expertise in relation to distressed corporate situations.

 **Primary capabilities**

* 1. For Restructuring & Insolvency services the supplier must be able to offer **all** seven primary capabilities in clauses 3.2.1 - 3.2.7 to the required Standards.
		1. Accelerated Mergers & Acquisitions
		2. Business review
		3. Cash-flow review
		4. Distressed debt restructuring
		5. General restructuring advice
		6. Insolvency contingency planning
		7. Options analysis

 **Additional capabilities**

* 1. The supplier may be able to offer **any** of the six additional capabilities listed in clauses 3.3.1 - 3.3.6 providing that they can evidence ability to deliver these service lines to the required standard. These additional capabilities require specialist expertise not covered by the primary capabilities in clauses 3.2.1 - 3.2.7. The Supplier and the Buyer will agree and set out in the Call-Off Contract which Services fall under primary versus additional services.
		1. Capital markets advice
		2. Economic consulting (Market Economy Operator Principle - “MEOP”)
		3. International insolvency advice
		4. Pensions advisory
		5. Restructuring tax advice
		6. Special administration regimes

 **Sector specialisms**

* 1. The supplier may be able to offer **any** of the above primary and additional capabilities against **any** of the 12 sector specialisms in clauses 3.4.1 - 3.4.12 providing that they can evidence capability in these sectors to the required standard. The Supplier and the Buyer will agree and set out in the Call-Off Contract which Sector specialism will apply to their engagement.
		1. Advanced manufacturing, whichincludes aerospace manufacturing, automotive manufacturing, computers & electrical equipment manufacturing, machinery & equipment manufacturing, shipbuilding, chemicals manufacturing, and space
		2. Aviation
		3. Business services, which includes outsourcing, professional services, recruitment services and facilities management
		4. Construction
		5. Consumer, which includes retail, consumer goods, tourism, hospitality and leisure
		6. Defence
		7. Energy, which includes electricity, gas markets, civil nuclear, oil & gas and refined petroleum products manufacturing
		8. Financial services
		9. Health and social care
		10. Heavy industry, which includesagri-tech, cement manufacturing, composites, construction material, ceramics, plastics manufacturing, rail manufacturing, paper manufacturing, mining, steel manufacturing, fabricated metal products manufacturing and other energy intensive industries
		11. Technology, media and telecoms
		12. Transport (excluding aviation) which includes maritime & ports, road haulage & logistics, rail, warehousing & storage, and postal & courier services

###  **MANDATORY SERVICE REQUIREMENTS**

* 1. The Supplier shall meet the mandatory requirements listed below in paragraphs 4.2 to 4.24, under this Framework Schedule 1 (Specification).
	2. The Supplier shall create a relevant generic email address which shall be used for all Buyers' queries.
	3. The Supplier shall ensure that knowledge acquired during the Call-Off Contract term is transferred to the Buyer, which allows for the Buyer to improve awareness of strategic approaches and market intelligence and to share the learnings to internal and external stakeholders in the future.
	4. The Supplier shall agree with the Buyer a detailed scope of work for each Call-Off which includes outputs and milestones where appropriate. The Supplier shall agree with the Buyer the frequency of updates on milestone delivery, risks, issues and any other metrics required.
	5. The Supplier shall have processes and systems in place for ensuring costs and pricing are managed appropriately. This shall include ensuring the grade mix of the team assigned will be adapted to provide the right balance in terms of quality and cost effectiveness.
	6. The Supplier shall consult the Buyer as to how they will manage and communicate with the stakeholders.
	7. If applicable, the Supplier will identify and map the stakeholders relevant to the Call-Off Contract, including their interest and level of impact.
	8. The Supplier shall ensure that all Services meet all of the policies and procedures detailed by the Buyer.
	9. Security Clearance (SC) and/or Developed Vetting (DV) may be required of the Supplier staff for some Call-Off Contracts. If this is required the Buyer will detail their requirements in the Call-Off Procedure.
	10. All Suppliers will need to have a current and valid Cyber Essentials certificate. If a Buyer requires Cyber Essentials Plus accreditation, this will be confirmed in the Call-Off Procedure.
	11. The Supplier shall work with the Buyer and its stakeholders (if applicable) to identify and rank the risks identified and agree a risk management strategy. The Supplier shall proactively manage project risks and value management, to deliver mutual benefits and the most successful outcome for the Buyer.
	12. The Supplier shall cooperate with all appropriate parties at all times in accordance with the terms of the Framework Contract and Call-Off Contract.
	13. The Supplier shall perform all Services under this Framework Contract and any Call-Off Contract to a professional standard using reasonable skill and care and in accordance with Good Industry Practice.
	14. The Supplier shall allocate sufficient resources and appropriate expertise to each Call-Off Contract.

**Complaints Procedure**

* 1. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Buyer.
	2. The complaints procedure shall comply with the following:
		1. All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt by the Supplier;
		2. All complaints shall be resolved within ten (10) working days of the original complaint being made, unless otherwise agreed with the Buyer; and
		3. All complaints shall be recorded, including: the date the complaint was received, complainant contact details, nature of the complaint, and the actions and timescales taken to resolve the complaint.
	3. CCS may request a consolidated complaints report as and when from the Supplier, relating to all Buyer complaints. The report shall be provided to CCS by the Supplier within ten (10) working days from the request.

 **Social Value**

* 1. This Framework Contract requires the Supplier to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.
	2. As a condition of participating on this framework contract, CCS requires suppliers on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.
	3. Suppliers must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Buyers to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Suppliers must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts. Suppliers should consider the following policy themes, as a minimum:
		1. COVID-19 recovery;
		2. Tackling economic inequality;
		3. Fighting climate change;
		4. Equal opportunity; and
		5. Wellbeing
	4. Suppliers are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
	5. The Buyer’s requirements will be set out in the Call-Off Procedure. The Supplier shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
	6. The Supplier shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
	7. The Supplier shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

##### **RATE CARDS**

* 1. There will be two rate cards for the Framework - complex and non-complex.
	2. The non-complex rate card will be the starting point for all Call-Off Contracts for all primary capabilities (3.2.1-3.2.7) and additional capabilities (3.3.1-3.3.6). However, the Customer, in its sole discretion, may elect to offer a Call-Off Contract under the Complex rate card where the complexity of the work dictates as set out in 5.4.
	3. Where at least three of the seven criteria set out in 5.3.1 - 5.3.7 are met for a Call-Off Contract, the complex rate card applies:
		1. Company listed on any major stock exchange
		2. Employees in excess of 500
		3. Interests in foreign jurisdictions
		4. Lending in excess of £100m
		5. Multi-layered debt structures with multiple financial stakeholders
		6. National security implications
		7. Operationally complex