

## GUIDANCE FOR USING THE FRAMEWORK AGREEMENT

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### Legal Services PFB 1039 AP

#### DATES

**19/12/2021 – 18/12/2023**

**Plus extension of 2 x 12 months**



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## *Supporting Documentation*

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Appendix A – Contractor’s Full Contact Details

Appendix B – Specification, Section 2 ITT

Appendix C – Framework Agreement and Call-off Terms and Conditions including relevant Schedules

Appendix D – Tender Questions and Evaluation Criteria, Section 3 ITT

Appendix E – Contract Notice

Appendix F – List of Institutions & participating Public Bodies

Appendix G Pricing

Appendix H Desktop Evaluation Tool

## 1. What Is APUC Ltd?

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Advanced Procurement for Universities and Colleges (APUC) Ltd. is the procurement centre of expertise for all of Scotland's Universities and Colleges. It is a private limited company, owned by its client Institutions and established in response to the McClelland Report: 'Review of Public Procurement in Scotland', which made recommendations for public procurement reform.

APUC Ltd is one of six regional University Purchasing Consortia in the UK which together form the United Kingdom University Purchasing Consortia (UKUPC) group.

APUC Ltd's Core Vision and Mission is to maximise the value of Scotland's investment in further and higher education by working in partnership with institutions to support and enable sustainable innovation in procurement and shared service optimisation.

More information about APUC Ltd. can be found at: <https://apuc-scot.ac.uk/>

## 2. Can I use this Framework Agreement?

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This Framework Agreement can be accessed by members of APUC Ltd and participating Public Bodies. (Please see Appendix F – List of Institutions & participating Public Bodies).

## 3. What can I buy from this Framework Agreement?

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This Framework Agreement has been tendered by APUC Ltd. for the purpose of delivering an efficient and compliant route to market for participating public bodies, by minimising the resource required and providing value for money.

This Framework Agreement was procured via the Open Procedure tendering process and advertised on Public Contracts Scotland (PCS) on 30 June 2021 and in the OJEU 2021/S 000-014975 on 5 July 2021. **For an overview of key details of the Agreement please see the launch webinar.**

### What are the Key Aspects of the specification?

Contractors on this Framework Agreement can provide, as a minimum:

- Fast, efficient service
- value for money and cost containment
- value added service delivery
- a strong working relationship between Client Organisations and the appointed Contractors
- a flexible "one stop shop" type service whilst still providing access to specialist legal services
- a compliant way to purchase legal services in line with EU procurement directives.
- Capped rates for the duration of the contract

- Effective reporting mechanism to obtain accurate, timely and relevant management information to aid continuous improvement
- Corporate Social Responsibility – adherence to minimum standards
- Fair Work Practices including:
  - National Living Wage and Minimum Wage requirements
  - Working Time Regulations
  - Modern Slavery
  - Equality

### **Responsible Procurement Considerations?**

Contractors on this Framework Agreement were asked to consider the following:

- Living Wage Accreditation- where Institutions are formally Living Wage accredited Contractors may be asked to confirm their staff are paid the Voluntary Living Wage
- Value Added Services which included Community Benefits for consideration:
  - Training opportunities for FE Sector students to pursue a career in the Legal profession
  - Awareness raising-participation in local school and college open days/forums for access to working in the Legal profession
  - Mentoring schemes
  - Options for Modern Apprenticeship in the Legal profession
  - Staff training programmes for contracting institutions
  - Free telephone advice (limited) for contracting institutions

Please see Appendix B for a copy of the specification used in the Invitation To Tender document.

### **How is the Framework lotted?**

The Framework Agreement has been structured with a single Lot with the scope of expertise which includes the following specialist legal services: General Commercial, Property, People Matters, Charity and International.

## **4. What are the benefits of using this Framework Agreement?**

This Framework Agreement offers the following benefits/added value:

- A pre-competed and compliant route to market providing a vehicle to centralise procurement spend
- Mitigation of procurement risk surrounding EU Procurement
- Reduction in administrative costs and efforts
- Flexibility for Institutions to determine specific requirements at Call-off Contract in line with the Framework Agreement specification
- Ceiling rates/maximum pricing defined and agreed within the Framework Agreement. This pricing can be reduced further at time of mini competition

- Effective reporting mechanism to obtain accurate, timely and relevant management information
- Responsible Procurement activity is embedded where relevant and appropriate
- Pre-defined and agreed Terms and Conditions;

## **Savings**

**BT1:** A comparison has been made using the pricing from the top ranked supplier from the previous Framework Agreement and benchmarked this against the current pricing submitted by the top-ranked supplier for the same services on a like for like basis for the services to be provided. As the majority of spend in the previous framework went through Lot 6 One Stop Shop and the lotting structure for the new framework was changed to a single lot to reflect this, the comparison was carried out on Lot 6 of the previous framework versus the new framework.

Savings were calculated based on the previous first ranked service provider's pricing (Anderson Strathern) against those of the current first ranked service provider's pricing (also Anderson Strathern). The comparison was based on both the Hourly Rate/Skill Level pricing and the Annual Retainer pricing. The weighting factors applied to reflect forecast demand used in the commercial evaluation of the tender were applied to calculate these savings.

Using this savings methodology, overall BT1 Savings of 6.62% can be reported as a result of this procurement exercise. It is expected further savings may be achieved when using the option to conduct a mini competition on individual institutions requirements. These savings should be recorded locally at the time of call-off if desired.

**BT2:** These will be based on the advised difference versus market changes from the relevant 1<sup>st</sup> ranked service providers and will be published in both Hunter and the Buyers Guide in due course.

## **BT14: Sustainability based benefits**

### **Community Benefits/Social Value**

A Specific question was asked within the tender and whilst there was a mixed response to the question the Community Benefits/Social Value which can be attained through Framework suppliers are as follows:

- Contributing to local economies through recruiting locals to the workforce and supporting local businesses where possible by sub-contracting in regional areas.
- Opportunities for work placements, apprenticeships, training and other professional development for students, school students and disadvantaged groups, such as those from a lower income backgrounds.
- Many of the Framework suppliers are actively involved with supporting a variety of charities, both local and national.

**Please ensure that any additional local savings at an Institution are identified and recorded in Hunter as a local record. Please contact your local Procurement team for guidance on how to calculate and record these savings based on the UKUPC Benefits Methodology.**

## 5. Who are the Appointed Contractors?

The following Contractors are appointed to the Framework Agreement for the various lots as follows:

Appointed Contractors	Combined Score (%)	Contact Name	Email Address
Anderson Strathern	98.33	Murray McCall	<a href="mailto:murray.mccall@andersonstrathern.co.uk">murray.mccall@andersonstrathern.co.uk</a>
Thorntons	96.99	Brenda Scott	<a href="mailto:brenda.scott@brodies.com">brenda.scott@brodies.com</a>
Morton Fraser	84.04	Fiona Killen	<a href="mailto:fiona.killen@burnesspaul.com">fiona.killen@burnesspaul.com</a>
CMS Cameron McKenna	76.81	Darina Kerr	<a href="mailto:darina.kerr@cms-cmno.com">darina.kerr@cms-cmno.com</a>
Brodies	81.02	Ruth McCallister	<a href="mailto:ruth.mccallister@morton-fraser.com">ruth.mccallister@morton-fraser.com</a>
Burness Paul	72.65	Lesley Anne Larg	<a href="mailto:llarg@thorntons-law.co.uk">llarg@thorntons-law.co.uk</a>

Contact Details for each appointed Contractor can be found in Appendix A – Contractor’s Full Contact Details (available on the APUC Buyers Portal) or contact your local Procurement team.

To appoint a Contractor please refer to the Call-off mechanisms below.

## 6. How do I Call-off from the Framework Agreement?

Call-off from this Framework Agreement is by means of Ranking / Mini-Competition / Desktop Evaluation. Please refer to Annex 1 below for an explanation of each of these routes.

Institutions will determine the correct lot to use when placing a Call-off Contract from the Framework Agreement by assessing their requirement against the available lot(s).

### Summary of Call-off Mechanisms

Call off Mechanism	Characteristics
Ranked	<ul style="list-style-type: none"> <li>• Quickest route to market</li> <li>• Deal with one Contractor</li> <li>• Limited to capped pricing agreed at Framework Level</li> <li>• Reduced requirement for Invitation To Quote (ITQ) documentation</li> <li>• Reliance on Framework ITT process for identifying Contractor who performed best</li> </ul>
Desktop Evaluation	<ul style="list-style-type: none"> <li>• Quick route to market</li> <li>• All appointed contractors invited to participate</li> <li>• Use desktop calculator provided</li> </ul>

	<ul style="list-style-type: none"> <li>• Ability to alter weightings and questions based on exact requirements.</li> <li>• Ability to obtain reduced pricing from Contractors.</li> </ul>
Mini Competition	<ul style="list-style-type: none"> <li>• All appointed contractors invited to participate</li> <li>• Planning required for preparation of documents and longer timescales for ITQ process</li> <li>• Good competitive route for reduced pricing</li> <li>• Results in the most tailored response to your institution's specific requirements.</li> </ul>

To obtain best value from this Framework Agreement it is recommended to use Desktop Evaluation as Contractors can further lower pricing and Institutions can tailor question weightings to best reflect their individual requirements and priorities.

**Please contact your local Procurement team for guidance on which call-off mechanism to use.**

## 7. How do I run a Mini-Competition

When running a mini-competition Institutions must ensure that **ALL** Contractors on the Lot are invited to submit a bid.

To preserve compliance, the mini-competition **must not** be issued to Contractors that have not been awarded a place on the Framework Agreement or are not part of the Lot.

To undertake a mini-competition, the following steps should be followed:

**Step 1** – Develop Mini-Competition documents including the Invitation to Quote

**Step 2** – Issue Mini-Competition documents to all Contractors on the relevant lot

**Step 3** – Evaluate responses and select Contractor based on evaluation criteria

**Step 4** – Award Contract

Further details on each step are listed below in Annex 2.

**Please contact your local procurement team for guidance on how to run a mini-competition.**

## 8. What are the Standard Terms and Conditions?



APUC Ltd. has overarching Terms and Conditions that govern the Framework Agreement and any resulting Call-off Contract created from using the Framework Agreement.

Please refer to the APUC Ltd. Terms and Conditions found on the APUC Buyers Portal and in Appendix C of this document.

The Terms and Conditions of the Framework Agreement have been defined and agreed at the tender stage and must not be amended. Call-off contract Terms and Conditions such as Payment Terms can only be revised in agreement with the Institution and the Contractor.

GDPR is not applicable to this Framework Agreement.

## 9. How do I issue my Call-off Contract?

A Call-off Contract or a Purchase Order should be issued to the relevant Contractor for each order to be placed. Order frequencies can be daily, weekly, or as otherwise agreed with the Contractor in line with your requirements stated in the mini-competition.

Purchase Orders should detail, as a minimum:

- Text that states “This Purchase Order forms a Call-off Contract from the Framework Agreement for Legal Services (Reference PFB1039 AP)
- Name and Address of the Institution for invoice purposes
- Description (Where Applicable)
- Deliverables and timescales
- Details of the Premises to which the requirements and deliverables are to be supplied
- Invoicing arrangements and settlement terms

## 10. How do I update my Contract Register (Hunter)?

Once the Call-off Contract has been placed and a Purchase Order raised the contract details should be logged on your local contract register (Hunter or equivalent)

Create a new record on Hunter and update with the following information

- Title of Call-off Contract
- Which Commodity the contract sits under
- Who the Tendering Organisation is i.e. institution name
- Call-off Contract Procurement Lead
- Update the Commodity Status (Contracted, In-Progress, Scheduled)
- Awarded Contractor

- On Hunter 'Like' the Framework Agreement the Call-off Contract has been awarded from
- On Hunter click 'Master' on the new Call-off record
- Any Award Notes
- Expenditure and Savings details
- Contract Award/Start and Duration in months.
- Any Extensions

Once the Call-off Contract has been placed and a Purchase Order raised, the institution is required to create their own Hunter record and complete the gold framed fields together with:

- Click master box
- Who the Tendering Organisation is i.e. institution name
- Call-off Contract Procurement Lead
- Update the Commodity Status (Contracted, In-Progress, Scheduled)
- Any Award Notes
- Extension 1 and Extension 2 periods (if applicable)
- Use of an Existing Agreement tab – link to the collaborative agreement

With the APUC Collaborative Record

- 'Like' the Framework Agreement the Call-off Contract has been awarded from

If the contract value is over £50,000, the Visible on Website box needs to be ticked to ensure the contact appears on the public facing contracts register (APUC website).

## 11. Contract Management

APUC has identified that the level of contract management for this Framework Agreement will be Managed.

A Managed contract management approach will mean that the Contractor must:

- Supply all the requested management and performance information in the requested formats and timeline, unless otherwise agreed in advance with the Authority's Procurement Manager.
- Attend each contract review meeting with the Authority as requested by the Procurement Manager (minimum of one per year unless determined otherwise by the Procurement Manager ).
- Support the Procurement Manager in early identification of risks and/or opportunities associated with the delivery of the agreement
- Participate in mini-competitions issued under the Framework Agreement and feedback to the Authority with regards volume and success of participation. (If Applicable)

- Meet defined Key Performance Indicators (KPI's) and Service Levels (optional) as set out below and in the ITT.
- Be aware that the Procurement Manager may use performance measures such as Performance Scorecard and user feedback to assess Contractor performance on the Framework Agreement

The Contractor must meet the following defined Key Performance Indicators (KPI's) :

	Category	Measure	Target	Data Source	Calculation Method
KPI 1	Service	Response to requests for Quote for Large Scale projects	98%	Number of failures to respond or Number of declines to submit a proposal	1 - (number of missed response times / total number of requests) x 100
KPI 2	Service	Response to requests for Churn work	98%	Number of failures to respond within the agreed timescale	1 - (number of delayed responses / total number of requests)
KPI 3	Quality	Number of incidents/issues raised (breakage, loss of assets, damages)	95%	Number of reported incidents	1 - (number of incidents reported / total number of jobs) x 100
KPI 4	Administration	Provision of Management Information	95%	Management Information	1 - (number of Management Information Reports submitted on time in the agreed format / total number of management reports to be submitted to date) x 100
KPI 5	Service	Customer Satisfaction	95%	Number of customer complaints and issue resolved within 48 hours	1 – (number of complaints unresolved after 48 hours / total number of complaints raised) x 100
KPI 6	Sustainability	Reducing Environmental Impact – Furniture to Land field	Yes/No	Demonstration of successful reduction in environmental impact regarding furniture being send to land field e.g. innovative furniture recycling initiatives	Improvement against a baseline to be established at start of Framework Agreement. Reviewed at annual supplier review meeting.
KPI 7	Sustainability	Reducing Environmental Impact –	Yes/No	Demonstration of successful reduction in environmental	Improvement against a baseline to be established at start of Framework Agreement.

		Carbon Footprint		impact regarding CO2 emission e.g. green fuel, alternative power source, etc.	Reviewed at annual supplier review meeting.
KPI 8	Community Benefits	Realised community benefits	Delivered benefits	Information provided to the Authority	Tangible Community Benefits provided.
KPI 9	Modern Slavery	Improvement of Modern Slavery Issues and Transparency within Contractor Supply Chain	Yes / No	Demonstration of improvement through evidenced action plan and increased detail.	Improvement against provided Modern Slavery information at start of Framework Agreement. Reviewed at annual Contractor review meeting.

## Insurance Levels

Insurance coverage and levels at Framework and call off are:

- Employer's (Compulsory) Liability Insurance = £5M
- Public Liability Insurance = £5M
- Professional Liability Insurance = £2M

Please ensure you feedback any Contractor Performance issues to the Framework Agreement Manager or alternatively the Contract Uptake website or the Supply Chain Management Tool to ensure performance can be managed and maintained.

## 12. E-Procurement

APUC promotes the use of eProcurement systems as a means of ordering Goods and/or Services.

Prior to commencement of the Contract, Contractors will provide APUC and it's member Institutions with contact details for ordering Goods and/or Services using eProcurement systems. All Contractors should as a minimum, be able to receive purchase orders via e-mail and/or cXML or the willingness to develop this functionality.

APUC also promotes the use of e-catalogues and/or external marketplaces using eProcurement systems. Benefits include increased order accuracy, process efficiencies & improved invoicing accuracy. Dependent on the Goods and/or Services to be provided, Contractors may be asked to provide relevant information in specific excel/csv format to create an e-catalogue or completion of relevant form for accessing external marketplaces.

Contractors have also been asked to provide invoices electronically (i.e. eInvoice) where requested, with all the data in an electronic format e.g. Excel, csv, CXML or system generated and machine readable pdf or have the willingness to develop this functionality.

The format of electronic invoices must be agreed between the Institution and the Contractor.

For up to date content information relating to this Framework Agreement, please refer to the Supplier Content Register within the [APUC Buyers Portal](#).

## 13. Frequently Asked Questions

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**Q: A Contractor isn't listed on the Framework Agreement; can I invite them to quote / mini-competition?**

**A:** No; you must only invite the Contractors who have been appointed to the Framework Agreement for the lot you wish to Call-off against. No additional Contractors can be invited.

**Q: Can I invite Contractors from multiple Framework Agreements to quote / mini-competition?**

**A:** No; you must only invite the Contractors who have been appointed to the Framework Agreement for the lot you wish to Call-off against.

**Q: Can you 'de-select' a Contractor from the Framework Agreement because you don't like them or have had issues in the past?**

**A:** No; you must invite all the Contractors who have been appointed to the Framework Agreement for the lot you wish to Call-off against. Any issues must be raised with the Framework Agreement Manager or via the [Contract Uptake website](#) or via the [Supply Chain Management Tool](#).

**Q: As part of a mini-competition, can you ask for references or evidence of a Contractor's relevant experience?**

**A:** No: This is non-compliant with The Public Contracts Scotland (2015) Regulations. The Contractor's appointed to the Framework Agreement have already proved their capability to fulfil the requirements of the Framework Agreement. You may, however, seek relevant information to demonstrate key personnel's capabilities if they are directly involved in delivery of the call-off Contract.

**Q: When setting up a Call-off Contract from a Framework Agreement does the Contract have to expire on or before the Framework Agreement expires?**

**A:** No: The Call-off Contract has to be awarded before the Framework Agreement expires, but it can be for any length (ideally no more than 5 years) and the expiry date does not have to be concurrent with the expiry date of the Framework Agreement.

**Q: Can I select any Contractor I want from the Framework Agreement and purchase from them directly?**

**A:** You can only purchase directly from a Contractor if the Framework Agreement has been set up with pre-defined Call-off criteria, otherwise you must go through the Ranking process, desktop evaluation or a mini competition as set up in the Framework Agreement.

**Q: Can I change the Terms & Conditions to English Law?**

**A:** Yes, you can amend to English Law however, you must contact all Contractors to make sure they are happy working under English Law. If one Contractor responds that they are not happy/cannot work under English Law then you cannot amend and Scots Law will prevail. The same will apply for Northern Irish Law.

**Q: Is it possible to exclude some specialist legal areas from my requirement when issuing a mini-competition? Is it permitted to divide specialisms across more than one requirement/mini-competition according to institution needs?**

**A:** Yes, it is possible to use either/both of these options. Institutions are entitled to appoint a single firm to advise on all matters of law but also entitled break down their requirements as applicable to their situation. For example, to fit around in-house legal provision or to spread risk.

## **Annex 1: Call-Off Mechanism**

### **Option One – Direct Award (Ranked)**

Institutions are required to contract directly with the first ranked Contractor (unless the first ranked Contractor confirms that they do not have capacity to undertake the work; or cannot respond within the required timescales as detailed in the Specification of Requirements; or there are other relevant issues such as conflict of interest, in which case the second ranked Contractor should be appointed). If the second ranked Contractor cannot meet the need (by reason of issues detailed above), the third ranked Contractor should be approached and so on.

The award of a contract will take place after the Institution has discussed its specific requirements with the Contractor and an agreement has been reached as to timescales, methodology/approach, specific service requirements and key milestones and performance indicators to be met. The Standard Terms and Conditions of any Call-off Contract shall be as those stated in the Framework Agreement and only minor points can be re-negotiated with the consent of the Contractor and the Institution such as Payment Terms.

You can contract with the Contractor for appropriate ad hoc requirements and also for longer term arrangements. There is no restriction on the length of a call off as long as it is reasonable. This call-off contract can extend past the duration of the Framework Agreement - in this instance you should ensure that the spend is still reported to APUC.

**Please note, you must always quote the Framework Agreement Reference and Title in your purchase order to ensure that you benefit from the commercials/pricing associated with the**

**Framework Agreement and never sign the Contractor's own Terms and Conditions as they will NOT be advantageous to your Institution and mean that you will not be Contracting under the Framework Agreement.**

### **Option Two - Desktop Evaluation**

There are two forms of desktop evaluation methods that can be considered:

#### **Method One:**

Institutions wishing to undertake a desktop evaluation may do so. All the Contractors appointed [to the relevant lot] must be included, unless a Contractor has stated they are unable to meet the Institution's individual requirements.

The original Framework Agreement evaluation scores for technical criteria must be applied. Award Criteria and Sub-criteria weightings may be altered for both Technical and Commercial percentages in line with the Institution's requirement, but these should be reasonable and justifiable. Both Technical and Commercial sub criteria must be used and the overall weighting must still be equal to 100%. Any sub criteria can be adjusted and any sub criteria deemed as not relevant to the Institution's requirements may be moved to zero percent. Where the published Framework Agreement Commercial pricing is not deemed to be a direct match to the Institution's requirements then the institution may seek revised pricing. All Contractors appointed to the framework must be contacted for specific pricing.

#### **Method Two:**

Institutions wishing to undertake a direct desktop award may do so. Where a specific aspect of the technical or commercial evaluation sub criteria are deemed of significant importance to an Institutions requirement then the Institution may select the successful Contractor based on the ranking of the Framework Agreement Contractors in that specific area. If more than one criteria are of high importance, then the relevant scores from the Framework Agreement will be added together and compared to ascertain the correct Contractor to appoint.

Where the published Framework Agreement Commercial pricing structure is not deemed to be a direct match to the Institution's requirements then the institution may seek revised pricing. All Contractors appointed to the relevant lot must be contacted for specific pricing.

**Please see Appendix H -Desktop Calculator Tool- for further information.**

### Option Three – Mini-Competition

Institutions wishing to undertake a mini-competition within a particular lot may do so. All the Contractor(s) appointed to the relevant lot must be invited to submit responses to the Institution’s mini-competition tender document.

The original Framework Agreement evaluation criteria should be applied in the mini-competition tender document, though some of the criteria may be removed or weightings amended if deemed irrelevant to the Institutions requirements. As this is a Most Economically Advantageous Tender (MEAT) Framework Agreement, both technical and commercial evaluation criteria must be used in a mini-competition tender process.

Evaluation Criteria that should be used for evaluating mini-competitions should be as follows:

#### Evaluation Criteria

Award Criteria	Weighting
<b>Technical Criteria</b>	<b>70%</b>
Framework Management, Business Processes & Business Continuity	7.5%
Information Security & Transition Arrangements	5%
Service Delivery – Commercial Business Expertise	12.5%
Service Delivery – Property & Estates Expertise	12.5%
Service Delivery – People & HR Matters Expertise	12.5%
Service Delivery – Charity Expertise	5%
Service Delivery – International Business Expertise	5%
Community Benefits & Value-Added Services	5%
Future Proofing	5%
<b>Commercial / Price</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

#### Please note:

Careful consideration should be given to the Technical and Commercial weightings when preparing an ITQ. No additional technical criteria can be introduced. Sub-criteria under the criteria above can be introduced but must be relevant to the requirement. The weighting of the criteria can be amended in line with the institution’s needs either up or down. Technical questions should be removed where they have already been asked at the Framework Agreement stage as this would be duplication. It is important that questions which have already been asked in the original ITT are not re-evaluated at mini-competition stage. For a full break down of questions asked at ITT stage please refer to the Tender Questions and Evaluation Criteria in the ITT in the [APUC Buyers Portal](#).

#### Commercial Evaluation Criteria

Charges submitted at the ITT stage are capped and will be the highest rate charged by a Contractor at mini-competition stage.



## Annex 2: Steps in a Mini-Competition

### Step 1 – Develop Mini-Competition Invitation to Quote (ITQ)

Institutions should develop a detailed specification which sets out their specific requirements. When developing the specification please take into consideration the following.

- 1) Under no circumstances should brand names or brand-specific descriptions of goods be used (e.g. Hewlett-Packard printer or BiC Biro pen). Descriptions should give reference to the characteristics and outputs of the product or service. Where no other description is possible, any reference should be qualified by adding the words 'or equivalent'.
- 2) It is highly recommended that an 'output-based' specification is used wherever possible to clearly define requirements. For example, if you were issuing an ITQ for a PC, you could state the required memory size, processor speed, hard drive capacity for example. This enables Contractors to quote for provision of goods/services that meet your minimum requirements and does not unfairly eliminate a Contractor that cannot supply the exact brand/manufacture of goods specified. This can also reduce the risk of unnecessarily over-specifying your requirement.

The ITQ must state the weightings to be applied to the evaluation, and the evaluation methodology to be used (as above in Annex 1).

### Step 2 – Issue Mini-Competition documents

The ITQ must be issued to all Contractor's on the applicable lot on the Framework Agreement at the same time via PCS or the PCS-Tender (PCS-T) module where applicable. It is extremely important that all Contractors are treated equally.

It is important that a reasonable timeframe for responses is set, and which reflects the complexity of the requirement.

#### Please Note:

- **The Terms and Conditions of the Framework Agreement cannot be altered.**
- **Contractors who are not on the Framework Agreement must not under any circumstances be included in the mini-competition.**
- **Where there are multiple lots, Contractors can only be selected for the lot in question. Contractor's must not be selected from multiple lots**

### Step 3 - Evaluate responses and select Contractor

Responses must be evaluated on the basis of Most Economically Advantageous Tender (MEAT) using the Award Criteria in Annex 1:

If you would like any further clarification on the process, please contact the Supply Chain Manager.

#### **Step 4 -Award**

Once the evaluation stage is completed, the Call-off contract can be awarded. All Contractors should be notified of the outcome of the mini-competition. You do not have to observe a standstill period following award of a mini-competition, nor is there an obligation to provide a debrief. However, it is considered to be best practice and can be an effective method of dealing with a disgruntled Tenderer without suffering legal challenge.

#### **What are the Commercial and Payment terms of the Framework Agreement?**

Where applicable Commercial Terms are capped on the Framework Agreement and will be the maximum that can be charged on a Call-off Contract. This capped pricing may be reduced at the time of Mini Competition.

APUC Ltd will advise any such change in pricing via ezine, the Buyers Portal/ HEC and can be obtained from the APUC Ltd. Supply Chain Manager.

Charges may vary up or down on the anniversary of the Contract Commencement date and the most that any charges can rise will be equivalent to the % movement in CPI during the preceding 12 month period as shown in latest published indices at the time of the request or relevant alternative indices. The charges for any extension period will follow the same principle as above. Standard Payment terms are 30 days from receipt of a valid invoice. However, Institutions are advised to discuss their own particular payment requirements with Contractors if these terms are not suitable. Contractors have been advised to be accommodating to any such request.