Index

Africa, framework agreements in, 313–314
   in Ethiopia, 60, 144–147
      defined, 144
      federal PPPDS, 146
Oromiya PPPDS, 144–145
aggregation rules
   CPAs and, 281–284, 285–286
   in EU Directive, 93–94
   in framework agreement procedures, 29–30
   in framework agreements, 5
   under UNCITRAL Model Law, 115, 116
all-purpose frame contracts (APFCs), 130–132
asymmetric competition, 197–198
auctions, 37
   electronic reverse, 199–201, 243–244
Australia
   panel arrangements in, 12
   panel contracts in, 44, 151–154
   establishment of, 151–152
   MULs compared to, 152–154
   open/closed, 152
average bid methods, 201–204
award criteria, 267–272
   for closed complete framework agreements, 268–270
   for closed incomplete framework agreements, 270–272
   item-by-item, 65
award notices, 229–233
awarding of contracts, 276–278, See also
   multi-award framework agreements; single-award framework agreements
   for closed complete framework agreements, 276–278
   for closed incomplete framework agreements, 278
   collusion issues and, 193–194, 195–196
bid rotation, 184–185
bid suppression, 184–185
bidders, 35, 38–40
bidding. See also bid-rigging schemes
   cover, 184–185
   joint, 194–195
bidding documents, 223–229
bidding notices, 229–233
bid-rigging schemes
   collusion through, 190–192, 245–250
   detection of, 245–250
   enforcement actions against, 250–251
   leniency programmes and, 250
   OECD strategies for, 214–215
   practical aspects of, 248–250
   pricing behaviours in, 247
   sanctions for, 250–251
   suspension measures, 251
   suspicious patterns in, 246–247
   through bid analysis, 246–248
   through data analysis, 246–248
   under UNCITRAL Model Law, 247–248
   unusual patterns in, 246
   blanket purchase agreements (BPAs), 107
Brazil
   CPAs in, 135–138
   framework agreements in, 135–138
   PR system in, 135–138
   benefits of, 117–118
   inefficiencies of, 117–118
   institutions and assignments in, 136–137
bundling, 38
   in cascade method, 65
buying clubs, 7
call-offs, 195–204
Canada
   collusion cases in, 208–209
   standing offers in, 12, 14
cartels, collusion through, 185
cascade method, in closed complete framework agreements, 62–66, 276–277
allocative efficiency, 63–64
applications of, 63–64
bundling in, 65
call-off stage, 63
item-by-item award criterion, 65
LP criterion, 65
catalogue contracts, 12
central procurement agencies, 40
centralised purchasing agencies (CPAs)
APFCs and, 120–122
closed incomplete framework agreements and, 129–132
collusion with, 241
commitment in, 287–291
demand side, 288–291
supply side, 291
demand aggregation challenges for, 281–284, 285–286
design of, 280–281
in EU, 128–132
funding of, 283–284
GSA, 132–135
in Italy, 128–129
in Latin America, 133–143
in Brazil, 133–138
in Colombia, 142–143
in OECD countries, 125–126, 127–128
process costs for, 282–283
procurement markets and, 286–287
purpose of, 124
role of centralisation in, 281–282
simulated case study, 298–303
centralisation strategies, 302–303
demand side features, 298–299
first-stage competition design, 300–301
objectives of, 299
procurement strategies, 299–300, 301–302
second-stage competition design, 300–301
supply side features, 299
SMEs and, 292–297
divisions of goods and services, 294–295
geographical lots, 295–296
turnover requirements, 297
task specialisation in, 281–282
in U.S., 132–133
Chile, CPAs in, 138–142
CICA. See Competition in Contracting Act
Clinger-Cohen Act, 103–104, 112–113
closed complete framework agreements (Model 1 framework agreements), 16–17, 52–69
cascade method in, 62–66, 276–277
allocative efficiency, 63–64
applications of, 63–64
bundling in, 65
call-off stage, 63
item-by-item award criterion, 65
LP criterion, 65
design of, 160–162
award criteria, 268–270
supply diversification in, 269–270
as framework contract, 17
multi-award agreements, 58–61
economic rationale for, 59–60
LP criterion, 59–60
MEAT criterion, 59–60
second-stage contracts, 60–61
procuring entity needs in, 43
random allocation in, 63–69
regulatory systems for, 89
rotation method, 66–67
fixed shares, 67
queuing, 66
single-award agreements, 52–57
adverse selection of users, 57
bundling in, 52–53
contract enforcement, 53–55
degree of competition in, 55–56
flexibility of, 57
in Italy, 12, 54
NFCs Monitoring System, 53–54
standardisation of, 55
transaction costs in, 52–55
transparency requirements for, 225–227
closed incomplete framework agreements (Model 2 framework agreements), 17–19, 69–77
accommodation in procuring entity needs, 44–49
collusion with, 186
CPAs and, 123–132
design of, 264–267
award criteria for, 270–272
awarding of contracts in, 278
heterogeneity levels in, 264–266
MEAT criterion in, 272–274
non-price competition in, 267
number of awardees, 266
price competition in, 267
effective competition for, 168–172
flexibility of, 170
in India, 151
in Italy, 129–132
multi-award agreements, 69–70
award criteria, 72–76
competition in, 72–76
evaluation criteria, 72–76
MEAT criterion, 75
standardisation of, 70
two-stage competition, 70–71
under UNCITRAL Model Law, 72
closed incomplete (cont.)
regulatory systems for, 89
single-award agreements, 76–77
for chemical reagents, 77
standardisation of, 77
transparency requirements for, 170–172, 223–224
under UNCITRAL Model Law, 170–172
UNCITRAL recommendations, 19
closed panel contracts, 152
collusion, 180
through barriers to entry, 186–188
bid rotation, 184–185
bid suppression, 184–185
through bid-ripping schemes, 190–192,
245–250
in Canadian cases, 208–209
through cartels, 185
with closed incomplete framework
agreements, 186
in concentrated markets, 186–188
corruption through, 180
cover bidding, 184–185
with CPAs, 241
demand factors for, 184–192
through demand fragmentation, 189–190
through demand predictability, 188–189
through design issues, 237–245
electronic reverse auctions, 243–244
market access, 239–240
predictability-related decisions, 240–243
in EU cases, 182
extent and effects of, 182–184
through fixed quantities, 189
framework agreement procedures and,
192–204
asymmetric competition and, 197–198
average bid methods, 201–204
call-offs and, 195–204
common components, 199–200
degree of heterogeneity and, 196–197
electronic reverse auctions, 199–201
first stage of, 192–195
information production, 200–201
through joint bidding, 194–195
number of awardees as factor in, 193–194,
195–196
private components, 199–200
rate contracts and, 196–197
second stage of, 195–204
sequence of contracts as factor in, 193–194
symmetric competition and, 197–198
through joint ventures, 241
through lack of substitutes, 189
in market allocation agreements, 184–185
market predictability and, 188–192
market stability and, 188–192
markets structures for, 184–192
in Mexico cases, 209
through pre-bidding information, 217–218
in private procurement markets, 183
through procedural aspects, 190–192
public procurement policy and, 183–185,
190–192, 221
in rate contracts, 196–197, 206–208
in repeated framework agreements, 204–205
among suppliers, 181–184
transparency paradox and, 216–219
transparency requirements for, 190–192,
210–213
through award notices, 229–233
in bidding documents, 223–229
through bidding notices, 229–233
contract notices and, 221–223
disclosure of public procurement law, 221
in EU, 224–225, 227–228
legal information for, 221
non-disclosure issues, 214–217
prior announcements and, 221–223
in solicitation documents, 223–229
under UNCITRAL Model Law, 223–224,
227–228, 229–233, 214–217
in U.S., 225
in U.K. cases, 182–183, 235
under UNCITRAL Model Law, 219, 229–233
in U.S. cases, 209–210
in World Bank projects, 210
Colombia, CPAs in, 142–143
commercial-off-the-shelf (COTS) items,
103–104, 175–177
commitment
in CPAs, 287–291
demand side, 288–291
supply side, 291
in mandatory framework agreements, 292
competition, in framework agreement
procedures, 32–34, 316–328. See also
effective competition
asymmetric, 197–198
economic benefits of, 157–158
in hybrid models, 80
for ID/IQ contracts, 108–112, 159–160
incentivisation of, 32
information and, 38–40, 41
for bidders, 38–40
contract (in)completeness, 40
about demand characteristics, 38–40
Winner’s Curse, 39
innovation through, 158
in MAS contracts, 108
Index

Denmark, term contracts in, 92
design, of framework agreements
for alternative procurement strategy, 258
award criteria, 267–272
for closed complete framework agreements, 268–270
for closed incomplete framework agreements, 270–272
awarding of contracts, 276–278
for closed complete framework agreements, 276–278
for closed incomplete framework agreements, 278
basic aspects of, 256–259
challenges of, 318–329
for closed complete framework agreements, 260–262
award criteria, 268–270
awarding of contracts, 276–278
supply diversification in, 269–270
of closed incomplete framework agreements, 264–267
award criteria for, 270–272
awarding of contracts for, 278
heterogeneity levels in, 264–266
MEAT criterion in, 272–274
non-price competition in, 267
number of awardees, 266
price competition in, 267
collusion through, 237–245
electronic reverse auctions, 243–244
market access, 239–240
predictability-related decisions, 240–243
for CPAs, 280–281
demand heterogeneity, 257
demand side, 257–259
legal and regulatory systems in, 316–319
main drivers of, 256–259
for multi-award agreements, 263–264
process costs, 258–259
procurement cycle, 258
of SLAs, 258
splitting of procurement lots, 274–275
supply diversification, 257–258
supply side, 256
Directorate General of Supplies and Disposal (DGS&D), 148–149
Dynamic Purchasing System (DPS), 47
in EU Directive, 38–100
effective competition
barriers to entry, 161–165
for closed incomplete framework agreements, 168–172
contracting authorities and, 168–169

in multi-award agreements, 72–76, 198, 202
for open and incomplete agreements, 77–79
in procurement markets, 32
product improvement through, 158
public procurement policy and, 32, 33–34
in rate contracts, 80
in single-award agreements, 55–56
symmetric, 197–198
threats to, 158–161
transaction costs, 40–41
transparency requirements, 33
under UNCITRAL Model Law, 32–35, 121–123
Competition in Contracting Act (CICA), 100–101
concentrated markets, collusion in, 186–188
Consip. See Italy
contract (in)completeness, 40
contract notices, 221–223
contract tasks, 36
contractor team arrangements (CTAs), 107
corruption, 180
through collusion, 180
COTS items. See commercial-off-the-shelf items
cover bidding, 184–185
CPAs. See centralised purchasing agencies
CTAs. See contractor team arrangements
delivery-order contracts, 15
demand and market analysis, 34–49
defined, 34
heterogeneity in, 39–40
of procurement markets, 34–49
accommodation of needs, 44–49
bidders, 35
bundling in, 38
in closed complete framework agreements, 43
in closed incomplete framework agreements, 44–49
contract tasks in, 36
efficiency in, 35–36
framing entity needs, 41–44
information in, 38–40, 41
in Italy, 47
KONEPS e-shopping mall, 43
under Model Law, 43
NHS Estate Procure 21, 43
of price, 37–38
product differentiation in, 37–38
production costs, 36
of quality, 37–38
requirements contract, 42
demand fragmentation, 189–190
demand predictability, 188–189
demand side commitment, 288–291
Index

336

effective competition (cont.)
defined, 157
disclosure of terms and conditions for, 165–168
under EU Directive, 161–162
flexibility in, 166
under GPA, 161–162
GSA and, 171
for ID/IQ contracts, 171
MAS contracts, 171
for open incomplete framework agreements, 168–172
risk aversion for, 173–174
for SMEs, 162–164
statutory preferences for, 168
threats to, 158–161
transparency requirements for, 170–172
under UNCITRAL Model Law, 161–162,
165–166
wide participation as prerequisite for, 161–168

efficiency
in cascade method, 63–64
defined, 23
of PR system, 137–138
in procurement systems, 5, 22–24
efficiency, of procurement markets, 35–36
electronic reverse auctions, 199–201, 243–244
Ethiopia, framework contracts in, 60, 144–147
defined, 144
federal PPPDS, 146
Oromiya PPPDS, 144–145
EU. See European Union
EU Directive
aggregation rules in, 93–94
DPS in, 98–100
effective competition under, 161–162
framework agreements under, 78
hybrid models under, 80–81
main procedures of, 93–97
first stage, 95–96
second stage, 96–97
regulatory systems under, 86, 87–89, 91, 93–97
EU Remedies Directive, 91
European Commission, 90–91, 160–161
European Union (EU). See also specific countries
classification of framework agreements in, 50
collusion in, 182
transparency requirements, 224–225, 227–228
CPAs in, 128–132
framework agreements in, 12–13
multi-award framework agreements in, 58–61
economic rationale for, 59–60
LP criterion, 59–60
MEAT criterion, 59–60
second-stage contracts, 60–61
regulatory systems in
in closed complete agreements, 89
in closed incomplete agreements, 89
defined, 91
development of, 86–111
DPS and, 98–100
dynamic purchasing systems, 87–100
early use of, 86–87
under EU Directives, 86, 87–89, 91, 93–97
under EU Remedies Directive, 91
under European Commission, 90–91
experience in use of, 97–100
in open incomplete agreements, 89
scope of provisions for, 90–93
term contracts, 92–93
under UNCITRAL Model Law, 87, 92
single-agreement in, 52–57
adverse selection of users, 57
bundling in, 52–53
contract enforcement, 53–55
degree of competition in, 55–56
flexibility of, 57
in Italy, 52, 54
NCFs Monitoring System, 53–54
standardisation of, 55
transaction costs in, 52–55
under UNCITRAL Model Law, 114–121
competition requirements, 121–123
first stage of, 117–119
second stage of, 119–121
transparency requirements, 121–123

FAR. See Federal Acquisition Regulation
FASA. See Federal Acquisition Streamlining Act
Federal Acquisition Regulation (FAR), 42, 101
reforms of, 112
Federal Acquisition Streamlining Act (FASA), 101
reforms of, 112
Federal Supply Schedules (FSS) contracts, 104–108
GSA and, 133
fixed shares, 67
flexibility
of closed incomplete framework agreements, 170
in effective competition, 166
of framework agreements, 6–7
of open incomplete framework agreements, 170
in single-award agreements, 57
of UNCITRAL Model Law, 118–119
framework agreement procedures. See also
competition, in framework agreement procedures
administrative efficiency, 22–24
aggregation of procurement in, 29–30
collusion and, 192–204
asymmetric competition and, 197–198
average bid methods, 201–204
call-offs and, 195–204
common components, 199–200
degree of heterogeneity and, 196–197
electronic auctions, 199–201
first stage of, 193–195
information production, 200–201
through joint bidding, 194–195
number of awardees as factor in, 193–194, 195–196
private components, 199–200
rate contracts and, 196–197
second stage of, 195–204
sequence of contracts as factor in, 193–194
symmetric competition and, 197–198
commercial purchasing, 175–176
common variables in, 21–22
COTS items, 175–176
enhancing outcomes in, 172–177
guidance on, 315–316
low-value procurement, 26–27
motivations for use of, 22–30
parallel, 204–205
process efficiencies of, 25
public procurement methods, 4–5, 26–27
regulation of, 315–316
repeated, 204–205
risk aversion for, 173–174
risk management in, 174–175
security of supply, 28–29
standardisation of, 25
urgent procurement methods, 25–26, 28
framework agreements, 12. See also closed
complete framework agreements; closed
incomplete framework agreements; design, of framework agreements; legal
and regulatory systems, for framework
agreements; multi-award framework
agreements; open incomplete framework
agreements; single-award framework
agreements
in Africa, 313–314
aggregation of purchases in, 5
in Brazil, 115–118
buying clubs and, 7
characteristics of, 12–16
common criticisms of, 94–95
common variables in, 20–22
consensus on, 6
demand and market analysis of, 34–49
design issues for, 6
in European Union, 12–13
Federal Acquisition Regulation and, 15
flexibility of, 6–7
hybrid models, 79–81
competition in, 80
complete-but-amendable agreements,
80–81, 82
EU Directive, 80–81
rate contracts, 79–80
identification stage in, 4
incompleteness of, 50
mandatory, 292
multi-supplier, 29
panel arrangements, 12
performance measures for, 329–330
procurement entities in, 7, 20
as public contracts, 91
public officials and, 4–5
in public procurement policy, 4–5, 26–27
purpose of, 325–326
SME participation, 29
standing offers, 12, 14
subject-matter of, 4
suppliers and, 13–14
taxonomy for, 16–26
under UNICTIAL Model Law, 14
in U.S., 15
framework contracts. See also multi-award
framework agreements; single-award
framework agreements
in Ethiopia, 60, 144–147
defined, 144
definitions, 146
Oromiya PPPDS, 144–145
for photocopying machines, 81
in US, 15
rate contracts, 79–80
...
ID/IQ contracts. See indefinite delivery/indefinite quantity contracts

IFFs. See industrial funding fees

indefinite delivery/indefinite quantity (ID/IQ) contracts, 12–13, 100–114

under Clinger-Cohen Act, 103–104, 112–113

commercial items in, 103

competition for, 108–112, 159–160

COTS items in, 103–104

defined, 101

effective competition for, 171

FSS contracts, 104–108

GSA and, 112–113

GWACS contracts, 104–108

incumbency issues, 110–111

MAS contracts, 104–108

minimum quantity in, 102

misuse of, 111–112

under NDAA, 113–114

in practice, 108–112

reforms for, 102–103, 112–114

regulatory systems for, 100–114

restrictions in, 102

second-stage competition for, 171

under Small Business Jobs Act, 314

transparency requirements, 108–112

India, rate contracts in, 60, 147–151

closed incomplete framework agreements, 151

of DGS&D, 148–149

open incomplete framework agreements, 151

retail prices compared to, 150

at state-level, 149–150

under World Bank Procurement Guidelines, 150–151

industrial funding fees (IFFs), 135

information, competition in framework agreement procedures, 38–40, 41

for bidders, 38–40

contract (in)completeness, 40

about demand characteristics, 38–40

Winner’s Curse, 39

innovation, through competition, 158

integrity

collusion and, 180

compromise of, 179–180

corruption and, 180

Italy

APFCs in, 130–132

closed incomplete framework agreements in, 129–112

collision cases in, 182

CPAs in, 128–129

procurement markets in, 47

single-award agreements in, 32, 54

item-by-item award criterion, 65

joint bidding, 194–195

Kelman, Steven, 112

KONEPS e-shopping mall, 43

Latin America

CPAs in, 135–143

in Brazil, 135–138

in Chile, 138–142

in Colombia, 142–143

Mexico, collusion cases in, 209

legal and regulatory systems, for framework agreements

avoidance of excessive complexity in, 320–322

dedicated, necessity of, 306

design of, 316–319

elements of, 306–310

in EU

in closed complete agreements, 89

in closed incomplete agreements, 89

defined, 91

development of, 86–111

DPS and, 98–100

dynamic purchasing systems, 87–100

early use of, 86–87

under EU Directives, 86, 87–89, 91, 93–97

under EU Remedies Directive, 91

under European Commission, 90–91

experience in use of, 97–100

in open incomplete agreements, 89

scope of provisions for, 90–93

for term contracts, 92–93

under UNCITRAL Model Law, 87, 92

formal rules in, 311–315

guidance in, 311–315

long-term implications for, 330

operational issues in, 316–319

for overuse of, 319–320

policy statements, 311

under UNCITRAL Model Law, 308–310

for underuse of, 319–320

in U.S.

evolution of, 100–104

ID/IQ contracts, 100–114

lenity programmes, 250

lowest price (LP) criterion, 59–60, 65

low-value procurement methods, 26–27

LP criterion. See lowest price criterion

mandatory framework agreements, 292

market access, collusion through, 239–240

market allocation agreements, 184–185

market analysis. See demand and market analysis

MAS contracts. See Multiple Award Schedules contracts
MEAT criterion. See most economically advantageous tender criterion
Mexico, collusion cases in, 209
Model 1 framework agreements. See closed complete framework agreements
Model 2 framework agreements. See closed incomplete framework agreements
Model 3 framework agreements. See open incomplete framework agreements
most economically advantageous tender (MEAT) criterion, 59–60, 73, 272–274
MULs. See multi-use lists

Index

Index

procurement markets (cont.)
- demand and market analysis of, 34–49
- accommodation of needs, 44–49
- bidders, 35
- bundling in, 38
- in closed complete framework agreements, 43
- in closed incomplete framework agreements, 44–49
- contract tasks in, 36
- efficiency in, 35–36
- framing entity needs, 41–44
- information in, 38–40, 41
- in Italy, 47
- KONEPS e-shopping mall, 43
- under Model Law, 43
- NHS Estate Procure 21, 43
- of price, 37–38
- product differentiation in, 37–38
- production costs, 36
- of quality, 37–38
- requirements contract, 42
- in Italy, 47
- procuring entities
  - in framework agreements, 7, 20
  - low-value, 26–27
  - urgent, 25–26, 28
- public officials, framework agreements and, 4–5
- Public Procurement and Property Disposal Services (PPPDS), 145, 146
- public procurement policy
  - administrative efficiency, 5, 22–24
  - closed incomplete framework agreements and, 17–19
  - collusion and, 181–183, 190–192, 221
  - competition influenced by, 32, 33–34
  - framework agreements in, 4–5, 26–27
  - IDIQ contracts, 12–13
  - long-term implications of, 310
  - in OECD countries, 84–85
  - open-tendering, 26–27
  - purpose of, 3
  - SMEs under, 162–164
  - task-order contracts, 12–13
  - UNCITRAL guidelines, 12–13
- queuing, in rotation method, 66
- random allocation, in closed complete framework agreements, 68–69
- rate contracts. See also multi-award framework agreements
  - collusion in, 196–197, 206–208
  - competition in, 80
  - defined, 147–148
  - in hybrid models, 79–80

in India, 60, 147–151
- closed incomplete agreements, 151
  - of DGS&D, 148–149
  - open incomplete agreements, 151
  - retail prices compared to, 150
  - at state-level, 149–150
  - under World Bank Procurement Guidelines, 150–151
- regulatory systems. See legal and regulatory systems, for framework agreements
- repeated framework agreements, 204–205
- requirements contract, 42
- rotation method, 66–67
- fixed shares, 67
- queuing, 66
- second-stage contracts, 60–61
- service level agreements (SLAs), 258
- single-award framework agreements, 52–57
  - adverse selection of users, 57
  - bundling in, 52–55
  - in closed incomplete agreements, 76–77
  - for chemical reagents, 77
  - standardisation of, 77
  - contract enforcement, 53–55
  - degree of competition in, 55–56
  - flexibility of, 57
  - in Italy, 52, 54
  - NFCs Monitoring System, 53–54
  - standardisation, of closed incomplete agreements, 77
  - standardisation of, 55
  - transaction costs in, 52–55
  - single-supplier framework agreements, 28–29
- SLAs. See service level agreements
  - small and medium enterprises (SMEs)
  - CPAs and, 292–297
  - divisions of goods and services, 294–295
  - geographical lots, 295–296
  - turnover requirements, 297
  - effective competition for, 162–164
  - in framework agreements, 29
- Small Business Jobs Act, 114
- SMEs. See small and medium enterprises
- Smith, Adam, 179
- solicitation documents, 223–229
- standardisation
  - of framework agreement procedures, 25
  - of multi-award agreements, for closed incomplete framework agreements, 70
  - single-award agreements
  - for closed complete framework agreements, 55
  - for closed incomplete framework agreements, 77
Index

standing offers, 12, 14
suppliers
collusion among, 181–184
framework agreements and, 13–14
multi-supplier, 29
security of, 28–29
single-supplier, 28–29
under UNCITRAL Model Law, 115
supply side commitment, 291
supply vehicles, 12
symmetric competition, 197–198
task-order contracts, 12–13, 15
term contracts, 92–93
transaction costs
of competition, 40–41
in single-award agreements, 52–55
transparency paradox, 216–219
transparency requirements, 33
for closed complete framework agreements, 225–227
for closed incomplete framework agreements, 170–172, 225–227
for collusion, 190–192, 219–233
terms of competition, 40–41
in single-award agreements, 52–55
transparency paradox, 216–219
transparency requirements, 33
for closed complete framework agreements, 225–227
for closed incomplete framework agreements, 170–172, 225–227
for collusion, 190–192, 219–233
through award notices, 229–233
in bidding documents, 223–229
through bidding notices, 229–233
contract notices and, 221–223
disclosure of public procurement law, 221
in EU, 224–225, 227–228
legal information for, 221
in U.S., 221
in EU, 224–225, 227–228
in solicitation documents, 223–229
in U.S., 223
defined, 213
effective competition, 170–172
ID/IQ contracts, 108–112
MAS contracts, 108
for open incomplete framework agreements, 170–172, 225–227
in UNCAC, 218–219, 220, 223
under UNCITRAL Model Law, 116–117
Treaty on the Functioning of the European Union
U.K., see United Kingdom
umbrella contracts, 12
UNCAC, see United Nations Convention against Corruption
UNCITRAL Model Law, 32–33
aggregation rules in, 115, 116
articles of, 114
bid-rigging schemes under, 247–248
closed incomplete framework agreements, 170–172
closed complete framework agreements, 19, 72
collusion and, 219, 229–233
transparency requirements, 223–224, 227–228, 234–237
development of, 6
effective competition under, 161–162, 165–166
estimates under, 118
framework agreements defined by, 14
in EU, 114–121
competition requirements, 121–123
first stage of, 117–119
second stage of, 119–121
transparency requirements, 123–125
flexibility of, 118–119
legal and regulatory systems under, 308–310
open incomplete framework agreements under, 78, 170–172
partial submissions and, 43
on procurement techniques, 12–13
policy objectives of, 115
public procurement policy guidelines, 12–13
regulatory systems under, 92
suppliers under, 115
transparency requirements, 116–117, 121–123
in U.S., 114–121
competition requirements, 121–123
first stage of, 117–119
second stage of, 119–121
transparency requirements, 123–125
United Kingdom (U.K.)
collusion cases in, 182–185, 235
term contracts in, 92
United Nations Convention against Corruption (UNCAC), 218–219, 220, 223
United States (U.S.)
CICA in, 100–101
collusion in, 209–210, 225
COTS items in, 175–177
CPAs in, 132–135
FAR in, 15, 42, 101
FASA in, 101
framework agreements in, 15
GSA in, 132–135
ID/IQ contracts in, 12–13, 100–114
under Clinger-Cohen Act, 103–104, 112–113
commercial items in, 103
competition for, 108–112, 159–160
COTS items in, 103–104
defined, 101
FSS contracts, 104–108
GWACS contracts, 104–108

© in this web service Cambridge University Press  www.cambridge.org
United States (U.S.) (cont.)
incumbency issues, 110–111
MAS contracts, 104–108
minimum quantity in, 102
misuse of, 111–112
under NDAA, 113–114
in practice, 108–112
reforms for, 102–103, 112–114
regulatory systems for, 100–114
restrictions in, 102
under Small Business Jobs Act, 114
transparency requirements, 108–112
MAS contracts, 78–79
competition requirements, 108
CTAs, 107
first stage procedures, 105–106
ID/IQ contracts, 104–108
open market items, 108

Index
second stage procedures, 106–108
transparency requirements, 108
regulatory systems in
evolution of, 100–104
ID/IQ contracts, 100–114
under UNCITRAL Model Law, 114–121
competition requirements, 121–123
first stage of, 117–119
second stage of, 119–121
transparency requirements, 121–123
urgent procurement methods, 25–26
security of supply in, 28
Wales, term contracts in, 92
The Wealth of Nations (Smith), 179
Winner’s Curse, 39, 132
World Bank, 210
World Bank Procurement Guidelines, 150–151