



# Scottish Procurement

## ICT Products Office Equipment Framework

### Buyer's Guide

SP-16-013

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## **1. Foreword and acknowledgements**

Scottish Procurement aims to deliver benefits to the people of Scotland through improved value for money for taxpayers, improved goods and services for all our citizens and economic opportunities for Scotland. This is achievable through effective collaboration throughout the procurement cycle.

Scottish Procurement would like to acknowledge the on-going work, support and contribution from all sector representatives who were involved in the procurement process which resulted in the award of this national framework.

## **2. Introduction**

This guide aims to assist public sector bodies in selecting the most cost effective products from a range of office equipment to suit individual requirements. This document is designed to guide organisations through the selection and ordering process and provide organisations with peace of mind regarding the products purchased through this Framework Agreement.

### **Scottish Procurement Points of Contact**

The Scottish Procurement ICT Products Team are based in E Spur, Saughton House, Broomhouse Drive, Edinburgh, EH11 3XD. The individual contact details are as follows –

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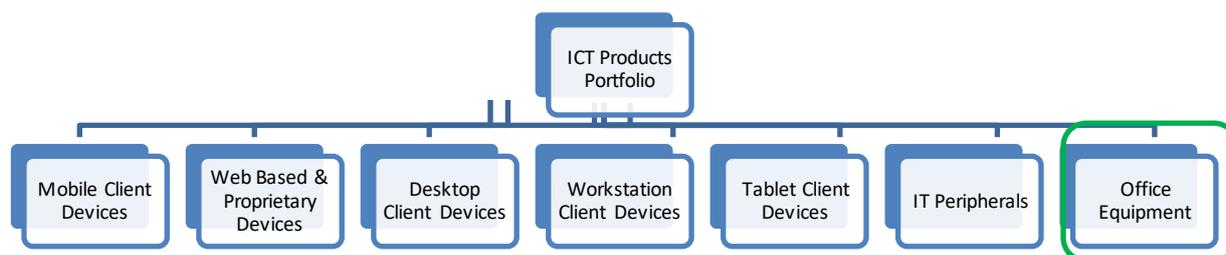
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Portfolio Manager

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### 3. Framework Overview

The ICT Products Portfolio covers a wide range of ICT products through a number of specific framework agreements, as shown below:



#### Framework period

The framework agreement commenced on 3 June 2017 and will expire on 2 June 2022.

#### Framework scope

The Office Equipment Framework will include the supply and delivery of a wide portfolio of products ranging from small single function desktop printers to large print room high volume products, consisting of mono and colour, network and non-network requirements.

The scope of the Framework will include, but not be limited to:

- Provision of Multi-Functional Devices & Services (Low/Med/High Volume)
- Desktop Printers (Low/Med/High Volume)
- 3D Printing
- Print Room Equipment & Services (Very High Volume)
- Managed Print Services, including the following as part of a managed service:
  - Managed Content Services
  - Mailroom Services
  - Hybrid Mail Services
  - Off-site Printing
  - Wide Format Equipment
  - Document Scanners
- Service Wraps (e.g. site surveys, management information, repairs and maintenance)
- Peripherals and consumables
- Associated Software (e.g. push pull print technology, remote diagnostic auditing software, print management software, Optical Character Recognition (OCR))
- Fax Machines
- Support (e.g. Helpdesk, Online)
- Solutions (e.g. Mobile Printing Solutions, Security Solutions)

It is expected that, throughout the life of the Framework Agreement, the scope will evolve through continuous improvement to ensure that all office equipment requirements, both current and future, can be met through this agreement.

## Availability

The framework agreement is available for use by all Scottish public and third sector bodies.

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## Framework suppliers

This is a multi-contractor framework with 7 different suppliers who, in alphabetical order, are:

- Annodata Ltd (part of Kyocera Group)
- Apogee Corporation Ltd
- Canon (UK) Ltd
- Capital Document Solutions Ltd
- Konica Minolta Ltd
- Ricoh (UK) Ltd
- Xerox (UK) Ltd

Full contact details for the suppliers are provided at [Annex F](#).

These suppliers were selected after a robust procurement process in line with EU Procurement regulations. The suppliers meet all the required minimum requirements including environmental and technical standards, and also represent best sustainable value for money.

The framework suppliers offer a comprehensive range of manufacturers' products. Full details are provided at [Annex E](#) and in each of their catalogues.

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## Benefits

The framework agreement for office equipment realises the benefits of collaborative procurement. Throughout the procurement process, Scottish Procurement worked with key stakeholders and suppliers to maximise financial benefit and deliver excellent service levels while providing robust contractual terms and conditions for all organisations that utilise the framework.

The refreshed national framework for office equipment will provide the following benefits:

- **Financial benefit** — The framework agreement delivers beneficial pricing when compared with the current national framework.
- **Quality** — All the framework suppliers have a proven track record of delivering quality products and services. They also provide organisations with a dynamic supply chain (see full details at [Annex D](#)), ensuring quality

and efficiencies are achieved. Key performance indicators (KPIs) have been developed and agreed with all suppliers (see full details at [Annex C](#)).

- **National coverage** — The framework delivers beneficial national pricing whilst providing a 'local feel', with small and medium-sized enterprises (SMEs) coverage as either a primary supplier or as part of the supply chain.
- **Transactional flexibility** — The framework agreement enables organisations to run mini competitions with the framework suppliers in order to select the most economically advantageous supplier that meets the individual organisational requirements. Alternatively, organisations may wish to buy directly without re-opening competition, typically for low value/low volume requirements.
- **Ease of use** — As the framework suppliers have been selected due to their environmental, technical and delivery capability, organisations can solely focus their resources on their individual cost considerations and solutions. In addition, robust terms and conditions have been agreed.

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### Framework Sustainability Benefits

One of the key priorities for Scottish Procurement is to embed sustainability into all activities, so as part of this Framework agreement the supplier has committed to the following environmental, social and fair work benefits:

- **Energy Efficiency:** All products are required to meet or exceed the minimum energy efficiency standards detailed in the minimum specification, based on Energy Star. Documentation has been supplied and verified to support the Energy Star accreditation.
- **Product Lifecycle:** All products are required to meet or exceed the minimum Government Buying Standard (GBS) Mandatory criteria, or equivalent for Inkjet/Laser Multi-Functional Devices and the EU Green Public Procurement (GPP) Comprehensive Criteria for Imaging Equipment, or equivalent.
- **Management of Delivery Fleet:** All deliveries should be managed in order to minimise emissions, including the use of efficient logistics, full loads and driver training. The supplier is required to monitor and report on the fleets' efficient on a regular basis over the term of the framework.
- **Sustainability/Environment** - The refreshed national framework for Scotland will continue to support the goal of 90-95% MFD implementation. The consolidation of machines reduces CO2 emissions through reduced energy consumption. As consolidation occurs, increased environmental benefits will be realised through a reduction in toner and ink cartridges being consumed, reducing the amount of waste being sent to landfill.

- **Innovative Packaging:** To embed a focus on waste minimisation and a more circular approach, packaging specification included:
  - Minimising waste through the principles of sustainably sourced materials as well as reduction, re-use and recycling methods.
  - Adherence to all EU packaging and waste regulations and ensuring that plastics used do not include halogen containing polymers.
  - Recycled materials, with cardboard packaging containing a minimum of 80% recycled content.
- **End of Life Management:** The framework aims to extend the products useful life while ensuring compliance with the Waste Electrical and Electronic Equipment (WEEE Directive) and data security requirements
- **Social and Ethical Responsibility:** Ensuring all goods supplied under the framework are produced in accordance with all International Labour Organisation (ILO).
- **Workforce Matters:** including the empowerment and training of employees, committed to fair work practices including no forced zero-hours contracts and a commitment to paying a living wage.
- **Community Benefits:** The suppliers on the framework are committed to investing in Scotland and examples of proposed community benefits includes:
  - Creating placement/experience opportunities for young people to encourage them into the industry.
  - Vocational activities for schools, such as holding Science, Technology, Engineering and Mathematics workshops in Primary Schools.
  - Engaging directly with schools and colleges to recruit more young people into their workforce, whilst continuing to create modern apprenticeship opportunities
- A Scottish SME has secured prime contractor position. There are a further six undertaking sub-contractor roles in the supply chain.

#### **4. Supplementary Information - Procurement routes**

A framework agreement is a contractual vehicle that allows organisations to order goods and services under the terms and conditions specified in that framework agreement.

Scottish Procurement enters into framework agreements with suppliers so that purchasers in the Scottish public sector may utilise the framework agreement to save time, obtain value for money in their purchasing whilst being assured that their procurement is compliant with UK and EU legislation and that they are protected by robust terms and conditions.

There are 2 routes to procure office equipment under this framework agreement which are in accordance with EU procurement regulations. These are:

**Mini competition:** this is likely to be the most commonly used route to market through the framework agreement. It should be used when organisations are looking to purchase larger volumes or a managed print service, a solution based offering, or require a single supplier over a number of years. These types of purchases typically require interaction and clarity from the suppliers.

**Or**

**Direct Buy:** Where an organisation is able to determine which Contractor offers best value for money (quality, price and other areas e.g. interoperability), they can buy directly without re-opening competition, and this should typically be used for low value/low volume purchases.

[Points to consider](#), a [good practice checklist](#), [order forms](#) and [mini competition templates](#) are provided to assist organisations in the sourcing and procurement of office equipment.

Buyers are reminded of the obligations contained in the Procurement Reform (Scotland) Act 2014 in relation to the award of contracts valued equal to or greater than £50,000 including those awarded as a result of a framework call-off/mini competition.

In particular, Buyers should note that in accordance with Section 23(2) the award of contracts must be publicised on the Public Contracts Scotland website and in accordance with Section 35 contracts must be registered in the contracting authority's "contracts register".

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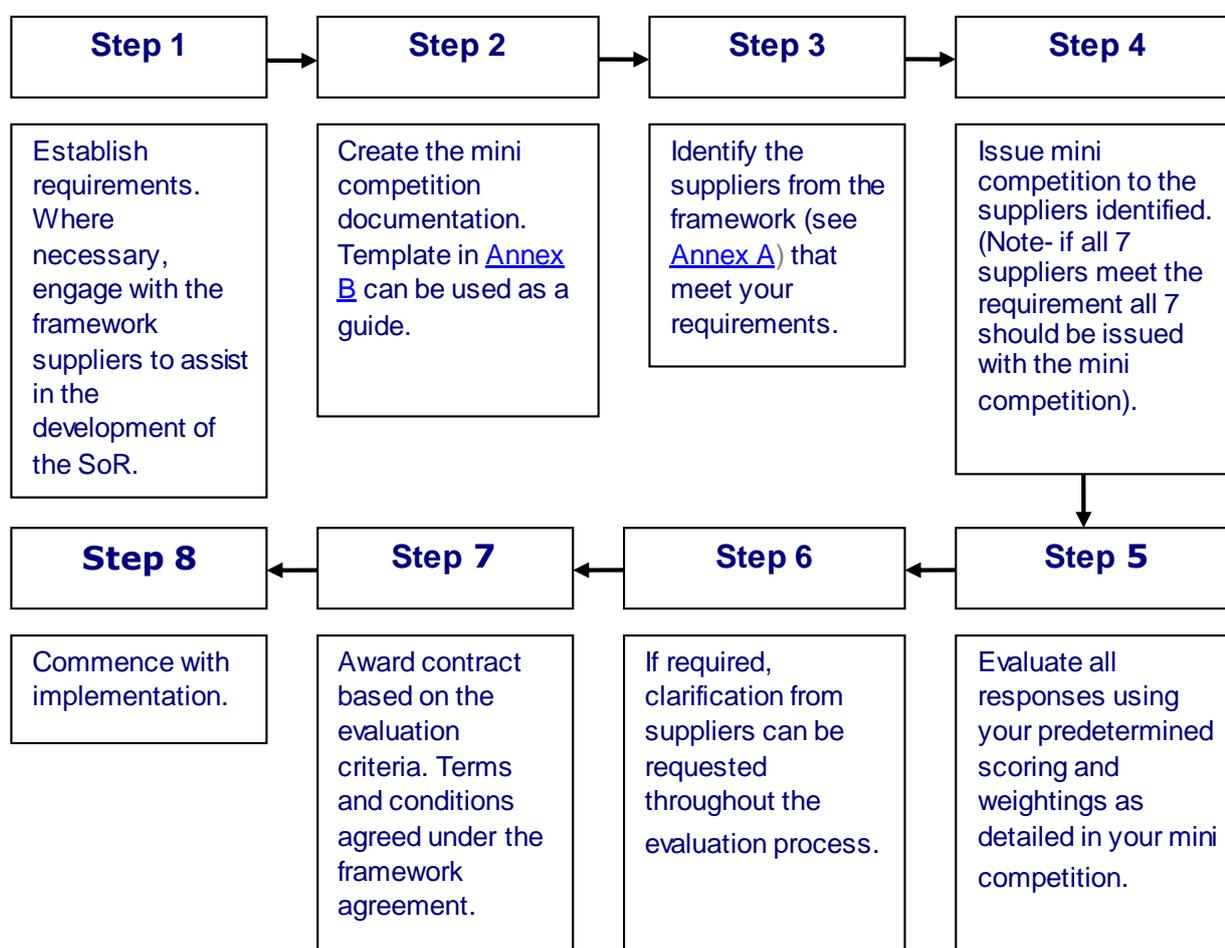
## Mini competitions

The framework agreement has been established to enable organisations to purchase office equipment products and services at the most economically advantageous pricing without having to undertake a full EU procurement tender exercise.

The framework suppliers have been selected based on their proven record of delivering quality products and services; in addition all the suppliers have met the minimum environmental and delivery criteria. This means that organisations can buy with confidence under the framework agreement and enables organisations to focus their resources on the key criteria and deliverables for their individual requirements through a mini competition.

**Note:** - there is no scope to run a general selection procedure, based on technical ability etc. This was carried out before the Office Equipment framework agreement itself was awarded and should **not** be repeated at further competition stage.

The process flow below provides an overview of how to run a mini competition. Further information and advice on mini competitions is available from your Centre of Expertise (CoE) representative or contacting Scottish Procurement direct.



## 5. Mini Competition Award Criteria

The original framework was evaluated using a quality/price ratio of 60/40.

The mini competition award criteria should be made available to the suppliers and cover some or all of the areas listed as follows:

### Quality criteria

- Account management
- Support and maintenance services
- Service delivery
- Managed print services
- Security solutions
- Financial options
- Sustainability

### Price Criteria

- To be determined by individual organisations e.g. Hardware cost, running costs, total cost of ownership.

**The sub-criteria and percentage weightings to be applied through further competition for both quality and price should be determined by individual organisations**, ensuring they reflect individual requirements and best value for money considerations.

Listed below are considerations which may assist when conducting a mini competition under the framework agreement:

- Ensure the mini competition process is conducted in an open, fair and transparent manner at all times and that the award criteria e.g. most economically advantageous tender (MEAT) is clearly stated.
- Ensure the contract is awarded to the supplier who has submitted the most economically advantageous tender (MEAT) on the basis of the mini competition award criteria. Weightings can vary to reflect individual requirements.
- The framework terms and conditions cannot be re-negotiated; however terms can be supplemented or refined to reflect the particular circumstances of the order e.g. delivery timescales, additional security needs and payment terms. Framework terms and conditions can be accessed via the Scottish Procurement SharePoint site.
- A mini competition involves issuing a request to all suppliers within the framework agreement capable of meeting a particular need. Do not assume that a supplier ([refer to Annex A](#)) cannot meet a particular need unless the Framework makes this explicitly clear.
- When using the Quick Quote facility within Public Contracts Scotland (PCS), please ensure that only those suppliers on the Scottish Procurement framework

agreement are invited to respond.

- Contracting authorities do not have to follow the standstill rules when awarding a call-off contract under the framework agreement, whether by direct award or mini competition. However, they may choose to follow the standstill rules on a voluntary basis (giving summary reasons) when awarding an above-threshold contract by mini competition in order to protect themselves from an ineffectiveness order in the event of a legal challenge.

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## 6. Direct buy

With direct buy, organisations can call-off directly from the Framework, without re-opening competition, if they can identify from the Supplier Catalogues which supplier can deliver best value for their specific requirement. Direct buys should typically be used to meet low value, low volume requirements.

For all ICT Products Frameworks, a Supplier Catalogue is available through the secure [Knowledge Hub](#) site. The “Scottish Procurement: Procurement Information Network” group provides access to the Standard Terms of Supply and further information, including details of products and pricing available. As this is a restricted group, access to the information may be obtained through the “Request to Join” link within the Knowledge Hub Group.

It is advisable to retain records of the decision making process.

[Order templates](#) have been created to assist organisations with their catalogue ordering.

### Indicative timescales

Allowing sufficient time to carry out your procurement exercise is crucial to a successful outcome and ensures that suppliers have adequate time to complete and return tender documentation. Although timescales will vary according to the complexity of the procurement exercise, the table below provides some indicative timescales.

Procurement route	Supplier response time	Total indicative timescale (incl. supplier response time)
*Mini competition	1-2 months	4 months
*Managed print service	1-3 months	5-6 months
**Direct buy	1 week	2 weeks

### Note:

\*Timescales will be dependent on the complexity of the procurement exercise.

\*\*Consists of low volume, low value requirements using the suppliers' catalogue.

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## Points to consider

Identifying the correct products and services will ensure that organisations achieve the most cost effective solution. Consideration should be given to the total cost of ownership of the product (e.g. leasing vs. capital purchase, maintenance and usage requirements, consumables etc).

It is advised that organisations consider holding discussions with the framework suppliers before committing to either capital purchase or leasing of products; consideration should also be given to how the products will be connected to the organisation's network.

The following list of questions (although not exhaustive) provides some areas which organisations may want to consider:

- Do you have a print strategy in place?
- What are your objectives?
- Do you require a site survey?
- What are your annual print volumes (mono & colour)?
- What are your current annual print costs?
- Do you need A4 printing only, or a combination of paper sizes and media?
- Do you have details on your existing fleet such as products types, locations, annual volumes and current costs?
- Do you need copying/print/fax and scanning facilities?
- Is colour printing/copying a requirement?
- What is your current data security protocols? Should hard drives be removed from your premises / data wiped or destroyed (onsite or offsite)
- What is the best cost model for your organisation? (no commitment, lease, capital purchase or all-inclusive)
- What additional features do you envisage using? (such as stapling, sorting, software)
- Does the device need to be networked?
- What environmental credentials have you considered?
- Have you discussed requirements with other departments such as IT/finance?
- Do you need to conduct trials and further testing of products?
- Have you considered any software requirements?
- Which procurement route? Mini competition or direct buy?

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### **Good practice check list**

- ✓ Devote sufficient time to manage the mini competition process effectively;
- ✓ Provide accurate fleet information such as locations, volumes (mono & colour), product types, to assist suppliers in providing a meaningful response;
- ✓ Allow adequate time for suppliers to respond to the mini competition;
- ✓ Use only the Framework terms and conditions. You may only refine and supplement the framework terms e.g. delivery, location, and quantities;
- ✓ Ensure your evaluation criteria and weightings are clearly detailed;
- ✓ Consult colleagues in your respective procurement areas for advice and guidance (and legal advisers if necessary);
- ✓ Ensure you have an exit strategy;
- ✓ Treat all suppliers fairly and transparently;
- ✓ Use the Public Contracts Scotland (PCS) or PCS-Tender Portals to issue your mini competition and receive responses;
- ✓ Keep it simple and auditable;
- ✓ Ensure you are able to compare suppliers equitably from their mini competition submissions against your criteria;
- ✓ Agree a single point of contact for your organisation;
- ✓ Draft mini competition documentation clearly and precisely to enable suppliers to put forward their best offer without significant clarifications being necessary;
- ✓ Ensure you have floor plans and provide these to your chosen supplier as early as possible as part of your initial site survey;
- ✓ If using staff ID cards, ensure all supplier personnel are issued with them prior to any installations;
- ✓ Ensure that any “Proof of Concept” sites are fully trialled and any lessons learned are actioned before sign off;
- ✓ Keep mini competition documentation to a reasonable size.

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	Annodata Ltd	Apogee Corporation Ltd	Canon (UK) Ltd	Capital Document Solutions	Konica Minolta Business Solutions (UK) Ltd	Ricoh UK Limited	Xerox (UK) Limited
Multi-functional device (MFDs)	•	•	•	•	•	•	•
Very high volume (VHV)	•	•	•	•	•	•	•
Printers	•	•	•	•	•	•	•
Photocopiers	•	•	•	•	•	•	•
Scanners	•	•	•	•	•	•	•
Faxes	•	•	•	•	•	•	•
Wide format equipment	•	•	•	•	•	•	•
Support and maintenance	•	•	•	•	•	•	•
No commitment	•		•	•	•		
Managed Content Service	•	•	•	•	•	•	•
Hybrid Mail	•	•	•		•	•	•
Document Management Services	•	•	•	•	•	•	•
Delivery included in framework pricing	•	•	•	•	•	•	•
Full range of financial options offered (Capital Purchase, Lease over 3, 4, 5 years and 6 & 7 years for VHV products)	•	•	•	•	•	•	•
Service cost per copy (includes parts, consumables, support & maintenance, installation etc)	•	•	•	•	•	•	•
Can offer a range of coin/ card operated products	•	•	•	•	•	•	•
Short Term lease/temporary loans and emergency loan of equipment	•	•	•	•	•	•	•

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Key features	Annodata Ltd	Apogee Corporation Ltd	Canon (UK) Ltd	Capital Solutions	Konica Minolta Business Solutions (UK) Ltd	Ricoh UK Limited	Xerox (UK) Limited
Hours of service (09.00 - 17.30) Monday - Friday	•	•	•	•	•	•	•
2 Hour response times for agreed critical products and VHV equipment (09.00-17.30) Monday – Friday	•	•	•	•	•	•	•
4 Hour Standard Response Time (09.00-17.30) Monday – Friday. NB There may be exception due to geographical locations ie Islands)	•	•	•	•	•	•	•
4 Hour fix times	•	•	•	•	•	•	•
Product up time (target 97%+)	•	•	•	•	•	•	•
First time fixes (target 96%+)	•	•	•	•	•	•	•
Fleet flexibility i.e. Re-sites, upgrades/downgrades up to 10% of the organisations products supplied during the term of the agreement.(excludes VHV)	•	•	•	•	•	•	•
National coverage	•	•	•	•	•	•	•
National engineering coverage	•	•	•	•	•	•	•
Management information	•	•	•	•	•	•	•
Dedicated account managers	•	•	•	•	•	•	•
Delivery and installation service incl. connectivity	•	•	•	•	•	•	•
Preventative Maintenance via Remote Access via clients Connectivity	•	•	•	•	•	•	•
Returns process (faulty and DOA products)	•	•	•	•	•	•	•
Site surveys/Fleet reviews	•	•	•	•	•	•	•
Data Security disposal process	•	•	•	•	•	•	•
Can offer a range of consumables (except paper)	•	•	•	•	•	•	•
Software options	•	•	•	•	•	•	•

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Key features	Annodata Ltd	Apogee Corporation Ltd	Canon (UK) Ltd	Capital Document Solutions	Konica Minolta Business Solutions (UK) Ltd	Ricoh UK Limited	Xerox (UK) Limited
Paper invoicing	•	•	•	•	•	•	•
Electronic invoicing	•	•		•	•	•	•
Quarterly invoicing as standard	•	•	•	•	•	•	•
Range of products with Eco-label (Nordic Swan, Blue Angel)	•	•	•	•	•	•	•
Product certification (Energy Star)	•	•	•	•	•	•	•
Free toner and ink cartridge return system	•	•		•	•	•	•
Re-cycling process (compliant with WEEE)	•	•	•	•	•	•	•
Availability of spare parts for 5 years	•	•	•	•	•	•	•
Can offer remanufactured/re-cycled products	•	•	•	•	•	•	•

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## Annex B – Standard template

This Order Form has been created to simplify the call-off procedure and remove the need to complete and sign the Standard Terms of Supply (Schedule 5) contract agreement.

All variables within the Standard Terms of Supply are captured in the tables below, and should be completed as appropriate for your specific requirements.

**By checking this box  you are agreeing to abide by the Standard Terms of Supply (Schedule 5) for the Office Equipment Framework (ref: SP-16-013) which can be found on the secure website.**

Numbers in brackets e.g. (10) refer to the relevant clause in the Standard Terms of Supply. Numbers in chevrons e.g. <F1> refer to the merge fields that would be updated if completing the Standard Terms of Supply.

### SECTION A – SHOULD BE COMPLETED BY THE PURCHASER

#### 1. Ordering Procedure (check as appropriate)

**Direct Award**       **Mini Competition**       **Quick Quote**

Service Description	[Enter an overview of the Goods, Services and associated Software required]
Response Date	[For mini competition, enter the date Suppliers are required to respond to this request <F13>]
Award Criteria	[For mini competition, enter the details of any award criteria applied to this procurement e.g. price/quality ratio or for direct award, enter criteria used for achieving best value from the Principal Catalogue]

#### 2. Purchasers Details

Framework Ref	SP-16-013
Contract/Order Reference	[Enter the Contract/Order Reference <F1> which should be quoted on all correspondence relating to this Contract]
Purchaser	[Enter your organisation name <F2>]
Purchaser Contact (13)	[Enter name of the Contact <F31> for any notices relating to this Contract]
Purchaser Address (13)	[Enter the address <F30> for any Notices relating to this Contract]
Purchaser Contact Details (13)	[Enter the telephone number <F32> fax number <F33> and e-mail address <F34> to be used for any Notices relating to this Contract]
Invoice Address	[Enter the address to which invoices must be sent, if different from the above]
Name and title (80)	[Enter name and title of the individual authorising the request and agreeing to abide by the Standard Terms of Supply]
Date (80)	[Date of the signature above]

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### 3. Statement of Requirements and Key Performance Indicators (Schedule 1)

Statement of Requirements	<p>[Enter full details of the Office Equipment Goods, Services and associated Software required, which may include:</p> <ul style="list-style-type: none"> <li>• details of any existing goods, services and/or software used</li> <li>• any specific delivery requirements and date(s) or time(s)</li> <li>• type of Goods required (e.g. new or recycled)</li> <li>• acceptance test criteria and/or test period</li> <li>• milestones</li> </ul> <p>For a direct award, this should refer to the Goods, Services and associated Software in the Principal Catalogue</p> <p>For a mini competition this section should include all requirements that would be described in Schedules 1 (Statement of Requirements and Key Performance Indicators) if completing the Standard Terms of Supply</p> <p>Requirements can be expressed precisely i.e. reference to catalogue item or generally in terms of required outputs]</p>
Key Performance Indicators (KPIs)	[Enter the details of any specific KPIs where applicable. For mini competition, this could also include a requirement for service credits]
Premise	[Enter the details of all locations where the Goods, Services and associated Software will be delivered, installed and any training carried out]
Nature of Contract - Financial Options (3)	[This should describe how the Goods, Services and associated Software will be paid for e.g. purchase or lease <b>or</b> the purchase and lease <F22> including the lease period where applicable. Any 'no commitment' requirements should also be detailed here]
Contract Period and Commencement (5)	[Enter details of the Contract period <F24 and 25> and the required Commencement Date <F23>]

### 4. Pricing (Schedule 2)

Estimated Contract Value	[The full estimated Contract value over the period should be entered here]
Price Variation (8)	[This should specify whether the Prices specified by the Supplier can or cannot be varied <F27> and/or increased <F28> for the period of the Contract]
Payment and Invoicing (15)	[Enter details of the invoice frequency <F40> for example quarterly in arrears for Services or quarterly in advance for lease costs]
Pricing Schedule	<p>[Specific details relating to the Pricing should be entered here. This could include:</p> <ul style="list-style-type: none"> <li>• fleet flexibility requirements (greater than 10%)</li> <li>• mechanism for price review and/or variation if applicable</li> <li>• benchmarking]</li> </ul>

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### 5. Award and Ordering Procedures (Schedule 3)

Award and Ordering Procedures	[Enter details of any specific eCommerce requirements where applicable]
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### 6. Management Arrangements (Schedule 4)

Management Arrangements	[Enter details of any specific management arrangements, including Dispute Resolution, if applicable]
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### 7. Exit Management (Schedule 8)

Exit Management (77)	[Enter details of any specific exit management arrangements, including the period given to the Supplier to provide the Exit Plan if different from the Standard Terms of Supply which states 'within 6 months']
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### 8. Further Details

**Note: Changes to the standard values below should only be made when using the mini-competition ordering procedure. Where there is no change from the Standard Terms of Supply, the description "As per Standard Terms of Supply" should be added.**

Discovery or pre-award survey	[Entered the details of any planned discovery days or opportunities for pre-award site surveys]
Electronic Auction	[Enter specific details where there is an intention to utilise an eAuction during any part of the mini competition]
Working Hours (1)	[Entered details of the Working Hours if different from the framework – 0900 hours and 1730 hours]
Break (6)	[Enter details of any break period if different from the Standard Terms of Supply, namely:  6.1 The Purchaser may terminate the Contract at any time by giving not less than 3 months' notice to the Supplier]
Audit (21)	[Enter details of any Audit requirements, and specify a length records must retained and maintained if different from the 5 years specified in the Standard Terms of Supply)
Staff Transfer (TUPE) (44/46)	[Enter details of any known TUPE implications at both commencement and expiry or termination  Where there are to be no TUPE implications the following statement should be entered here - The Parties agree that the commencement and/or ceasing of the provision of the Services by the Supplier does not involve a Relevant Transfer]
License of Intellectual Property (49)	[Enter details of any known Intellectual Property requirements where these are different to those specified in the Standard Terms of Supply]
Sub-Contracting Advertisement (53)	[Enter details of any existing sub-contractors or highlight additional opportunities where sub-contracting may be considered]
Limitation of Liability (69)	[Enter details of the liability limits if different from those specified in the Standard Terms of Supply, namely:

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	<p>69.3 The liability of either Party under the Contract for Defaults is limited to £2,500,000 for any one incident.</p> <p><i>NB: This could impact on the prices submitted by the Suppliers, and may result in prices higher than those agreed in the Framework Principal Catalogue.]</i></p>
Insurances (70)	<p>[Enter details of the insurance limits if different from those specified in the Standard Terms of Supply, or where Professional Indemnity Insurance is a requirement, namely:</p> <p>70.1.1 public liability insurance in the sum of not less than £2,500,000 for any one incident and unlimited in total;</p> <p>70.1.3 professional indemnity insurance, but only where requested in the Order Form and, at the level stipulated therein.</p> <p><i>NB: This could impact on the prices submitted by the Suppliers, and may result in prices higher than those agreed in the Framework Principal Catalogue.]</i></p>
Force Majeure (71)	[Entered details of the period allowed for Force Majeure, if different from the Standard Terms of Supply which states 'in excess of 6 months']

### SECTION B – SHOULD BE COMPLETED BY THE SUPPLIER

#### 9. Supplier Details

Supplier	[Enter the Supplier name <F3>]
Supplier Contact (13)	[Enter name of the Contact <F36> for any notices relating to this Contract]
Supplier Address (13)	[Enter the address <F35> for any Notices relating to this Contract]
Supplier Contact Details (13)	[Enter the telephone number <F37> fax number <F38> and e-mail address <F39> to be used for any Notices relating to this Contract]
Name and title (80)	[Enter name and tile of the individual authorising the request and agreeing to abide by the Standard Terms of Supply]
Date (80)	[Date of the signature above]

#### 10. Supplier Response to Requirements (Schedule 1)

Statement of Requirements	<p>[Suppliers response to the Purchasers Statement of Requirements in section A3, which should cover as a minimum:</p> <ul style="list-style-type: none"> <li>• goods</li> <li>• services</li> <li>• associated software]</li> </ul>
Key Performance Indicators	[Suppliers response to the Purchasers Key Performance Indicators in section A3]

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Key Individuals	[Suppliers should provide details of any Key Individuals relevant to the delivery of these requirements]
-----------------	----------------------------------------------------------------------------------------------------------

### 11. Supplier Pricing (Schedule 2)

Price	[Suppliers commercial response in order to deliver the Purchasers requirements]
Residual value	[Suppliers should provide details of the residual values of any leased Goods at the end of the agreed lease period]
Fleet Flexibility	[Supplier should provide details of the levels of Fleet Flexibility available to the Purchaser]

### 12. Supplier Sensitive Information (Schedule 7)

Sensitive Information (20)	[Suppliers Sensitive Information should be listed here]
----------------------------	---------------------------------------------------------

### 13. Approved Sub-contractors

Sub-contractors	[Suppliers should name any sub-contractors used in delivering the Purchasers requirements.  These must have been approved by the Authority as per clause 32 and Schedule 10 of the Framework Agreement ]
-----------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## SECTION C – TO BE COMPLETED BY BOTH PURCHASER AND SUPPLIER

**IN WITNESS WHEREOF** these presents typewritten on this and the **[[number of pages before this page]]** preceding pages are executed as follows:

**SIGNED** for and on behalf of the **[[Purchaser]]**

**SIGNED** for and on behalf of **[[Supplier]]**

At.....

At.....

On.....

On.....

Signature.....

Signature.....

Full name .....

Full name.....

Position .....

Position.....

Address.....

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**Annex C – Key performance indicators (KPIs)**

<b>Service Area</b>	<b>Key Performance Indicator</b>	<b>Target Level</b>
<b>Management Information/KPI Reporting</b>	The Contractor to provide Management Information in electronic format (or make available online)	Reports to be made available on 10 <sup>th</sup> working day following the end of the relevant quarter, in the format required by Scottish Procurement (with the exception of FOI, FMQ, PQ & MCS requests). The reports will be measured on accuracy and within timescales. The target for this KPI will be 96%.
<b>Client Satisfaction</b>	Annual Client satisfaction review	To be identified and agreed in partnership annually, (i.e. 90% of Client's responding that the service is Good or Excellent)
<b>Complaints</b>	Complaints to be escalated and resolved as per agreed procedure	To be reviewed quarterly. No complaint left unresolved for more than 5 days from date of complaint recorded. (Number of complaints resolved within 5 days/total no. of complaints) x 100 The target for this KPI will be 98%.
<b>Response Times: Critical of 2 working hrs (or otherwise agreed with Client)</b>	<p>Response time is defined as "the time it takes for an engineer to attend the Client's site (or resolve remotely) after the fault has been reported to the Contractor".</p> <p>Critical response time is typically required when a product has completely failed and there is no reasonable alternative product/option available.</p> <p>The Client will identify the response required as "critical" when reporting the fault.</p>	<p>To be reviewed quarterly and expressed as a percentage (Critical response on time/total no. of critical responses) x 100</p> <p>The target for this KPI will be 90%. Frequency - Quarterly</p>
<b>Response Times: Standard of 4 working hrs (or 2 hours for Very High Volume) (or otherwise agreed with Client)</b>	<p><b>Response Times: Standard of 4 working hours (or 2 hours for Very High Volume) (or otherwise agreed with Client)</b></p> <p>Response time is defined as "the time it takes for an engineer to attend the Client's site (or resolve remotely) after the fault has been reported to the Contractor".</p> <p>Standard response is required when a product has failed, however some functionality may be available or there may be an alternative product/option available.</p>	<p>To be reviewed quarterly and expressed as a percentage (Standard on time/total no. of Standard responses) x 100</p> <p>The target for this KPI will be 90%. Frequency – Quarterly.</p>
<b>Fix Time within 4 working hours</b>	The Contractor will be required to provide a maximum fix time of 4 hours from starting to fix the fault.	<p>To be reviewed quarterly and expressed as a percentage (No. of fixes within 4 hours/total no. of fixes) x 100</p> <p>The target for this KPI will be 90%.</p>

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<b>First Time Fix</b>	First Time Fix is defined as “the volume of faults per product fixed first time that did not require a follow up visit to repair a similar fault within 4 weeks”.	To be reviewed quarterly and expressed as a percentage (No. of first time fixes/total no. of fixes) x 100  The target for this KPI will be 95%.
<b>Product Up Time</b>	Uptime is defined as the % of time that all primary functions are running simultaneously. Primary functions include print, copy, scan, email and/or fax plus any other feature critical to the performance of the product.	To be reviewed quarterly and expressed as a percentage (The average uptime for products/software, based on standard working day. For example, if there are 50 days in a quarter with an average working day of 8.5 hrs, products/software must be available for 412 hrs out of 425 hrs covered). The target for this KPI will be 97%.
<b>Delivery &amp; Installation</b>	Delivery and installation on agreed date and time with customer	To be reviewed quarterly and expressed as a percentage (Delivered & Installed on time/total no. of deliveries & installations) x 100.  The target for this KPI will be 96%.
<b>Invoice Accuracy</b>	Invoice Accuracy	To be reviewed quarterly and expressed as a percentage (Accurate & on time invoices/total no. of invoices) x 100  The target for this KPI will be 95%.
<b>Payment</b>	Prompt payment of sub-contractors	100% within 30 days of receipt of a valid invoice.
<b>Continuous Improvement &amp; Innovation</b>	<p>The Contractor will work with Scottish Procurement, and/or buying organisations to map the full end-to-end supply chain and identify and prioritise supply chain initiatives throughout the life of the framework agreement.</p> <p>In partnership we will drive down cost, improve the quality, efficiency, and/or contribute to the sustainability of that supply chain, including associated services under the terms of this framework agreement.</p> <p>This is intended to include, but will not be restricted to:</p> <ul style="list-style-type: none"> <li>- Cost reduction initiatives</li> <li>- Supply chain efficiency initiatives</li> <li>- Demand management initiatives</li> <li>- Environmental initiatives</li> <li>- Technology or innovation related initiatives</li> <li>- Quality improvement initiatives.</li> <li>- Management Information quality and efficiency initiatives</li> <li>- Availability of on-line portal</li> </ul>	To be identified and agreed in partnership annually  (i.e. At least X number of improvement initiatives introduced per annum)

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**Annex D – Supply chain**

**Suppliers with Subcontractors**

**SMEs coloured red**

ANNODATA	APOGEE	CANON	CAPITAL	KONICA	RICOH	XEROX
<ul style="list-style-type: none"> <li>• Relay</li> <li>• Business Moves</li> </ul>		<ul style="list-style-type: none"> <li>• Capture Imaging Solutions</li> <li>• Mook Environmental</li> <li>• Aspen Business Solutions</li> <li>• CEVA Logistics</li> <li>• Cura Technical</li> <li>• Integrated Card Solutions</li> <li>• CTR Enviro</li> <li>• Capital Document Solutions</li> <li>• Orkney Office Equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Principal Ltd</li> <li>• Orkney Office Equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Orkney Office Equipment</li> <li>• Genpact</li> </ul>	<ul style="list-style-type: none"> <li>• Capital Document Solutions</li> <li>• CEVA Logistics</li> <li>• OnTime IT &amp; Comms Limited</li> </ul>	<ul style="list-style-type: none"> <li>• Xeretec Scotland Ltd</li> <li>• Manpower PLC</li> <li>• CEVA Logistics</li> </ul>

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**Annex E – Product mapping**

**Suppliers – Manufacturer/Product Range**

(SMEs coloured red)

<b>ANNODATA</b>	<b>APOGEE</b>	<b>CANON</b>	<b>CAPITAL</b>	<b>KONICA</b>	<b>RICOH</b>	<b>XEROX</b>
<ul style="list-style-type: none"><li>•Kyocera Products</li><li>•Makerbot</li></ul>	<ul style="list-style-type: none"><li>•Samsung Products</li><li>•Sharp Products</li><li>•HP Products</li><li>•Danwood Products</li><li>•Konica Products</li><li>•Xerox Products</li><li>•3D Systems</li></ul>	<ul style="list-style-type: none"><li>•Canon Products</li><li>•Oce Products</li><li>•3D Systems</li></ul>	<ul style="list-style-type: none"><li>•Ricoh Products</li><li>•HP Products</li><li>•Konica Products</li><li>•Makerbot</li><li>•Canon Products</li></ul>	<ul style="list-style-type: none"><li>•Konica Products</li><li>•KIP Products</li></ul>	<ul style="list-style-type: none"><li>•Ricoh Products</li><li>•Leapfrog</li></ul>	<ul style="list-style-type: none"><li>•Xerox Products</li><li>•HP Products</li><li>•KIP Products</li><li>•Makerbot</li></ul>

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**Annex F – Supplier contact details**

<p>Annodata Limited (part of the Kyocera Group) Shannon House Station Road Kings Langley WD4 8SE</p> <p>Framework Manager – <a href="#">John Barron</a> M: 07775 705669</p>	<p>Apogee Corporation Limited Nimbus House, Liphook Way, 20/20 Business Park, Maidstone, Kent, ME16 0FZ</p> <p>Framework Manager: <a href="#">Simon Jones</a> M: 07525-985525</p>
<p>Canon (UK) Limited The Square Stockley Park Uxbridge Middlesex UB11 1ET</p> <p>Framework Manager: <a href="#">Max Sykes</a> M: 07967 460072</p>	<p>Capital Document Solutions Limited 101 McDonald Road Edinburgh EH7 4NW</p> <p>Framework Manager: <a href="#">Fraser Robertson</a> Tel: 0141 418 5576</p>
<p>Konica Minolta Business Solutions UK Ltd Konica House Miles Gray Road Basildon Essex SS14 3AR</p> <p>Framework Manager: <a href="#">Devangi Khagram</a> M: 07967 589164</p>	<p>Ricoh UK Ltd Maxim1 2 Parklands Way Eurocentral ML1 4WR</p> <p>Framework Manager: <a href="#">Gary McLean</a> M: 07392 135780</p>
<p>Xerox (UK) Ltd Bridge House Oxford Road Uxbridge UB8 1HS</p> <p>Framework Manager: <a href="#">Steve Young</a> M: 0771 319 1521</p>	

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## Annex G – Frequently Asked Questions

### FRAMEWORK INFORMATION

**Q. What is a Framework Agreement?**

- A. A Framework Agreement is a general term for agreements which can be with either single or multiple suppliers that set out the terms and conditions under which specific purchases (call-offs) can be made throughout the Framework duration.

Scottish Procurement has entered into this Framework Agreement with suppliers to ensure organisations may obtain value for money in their purchasing whilst being assured that their procurement is compliant with EU procurement regulations.

In establishing this Framework Agreement, Scottish Procurement carried out a competition in accordance with EU procurement regulations.

Using a Framework Agreement saves time and money for organisations and ensures that the terms and conditions of their contract with the suppliers are robust and follow best practice.

Under the Framework Agreement and in accordance with EU procurement regulations, organisations can purchase Office Equipment products and services or print estate audit services either through mini competition or direct buy.

**Q. Is there a cost to organisations to access the Framework Agreement?**

- A. There is no cost to access the Office Equipment Framework Agreement.

**Q. Are Framework Agreement details distributed to individual organisations?**

- A. Scottish Procurement disseminates relevant information concerning the framework via sectoral Centres of Expertise, who then cascade to their stakeholders. Information is also available on the Scottish Government website - see link below:

<https://www.gov.scot/publications/office-equipment-framework/>

**Q. Are there performance related clauses in the new Framework Agreement?**

- A. As part of the overarching Framework Agreement there are agreed Key Performance Indicators (KPI). Through further competition, organisations can also supplement these KPIs to meet their specific requirements.

**Q. Who can use the framework?**

- A. The framework is available to all Scottish Public and 3<sup>rd</sup> sector bodies.

**Q. When will the framework be available for mini competitions?**

- A. The Framework Agreement is available from 3 June 2017.

**Q. Are the Framework Agreement terms covered by Scottish Law?**

- A. Yes.

**Q. How will the Framework Agreement be contract managed and at what level?**

A. Strategic aspects of the Framework Agreement will be managed by Scottish Procurement, who will be responsible for regular supplier review meetings covering areas such as escalated issues, KPIs, price variations and innovation. Organisations will be required to manage the day-to-day operational aspects of their contract with their supplier(s).

**Q. Can we arrange supplier visits, site surveys, best practise information?**

A. Supplier visits can be arranged by contacting the suppliers' Framework Managers directly. Please refer to the supplier contact details contained within the Framework Guide.

**Q. Are consumables included in the product purchase?**

A. The agreement cost per page is fixed regardless of whether the page is A4 or A3 size and includes parts and consumables, installation, connection to the network, product training, preventative and breakdown maintenance, maintenance for inclusive software, standard support, remote support, network support, firmware, developer, staples, toner (mono & colour) and coverage.

**Q. How does an organisation apply to upgrade or downgrade products?**

A. Each organisation in the first instance must discuss their requirements with their chosen supplier's Framework Manager to arrange any upgrades/downgrades of their current products.

**Q. Can I have a contract with a framework supplier for a number of years?**

A. Yes. An organisation can have a long-term contract with a supplier to achieve a strategic relationship and move towards an effective print management structure. Organisations cannot have a "framework within a framework", so the selection of the supplier needs to be with an element of commitment with potential staggered deployment and an option to potentially deploy additional products and services throughout the duration of the contract. Due to long-term leasing arrangements, most contracts will be for a minimum duration of 3 years.

**Q. Can my outsource provider also use the framework?**

A. Yes, provided they are acting as Agent for the organisation and the products/services purchased are for the exclusive use of the Scottish public sector organisation.

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## **EXISTING CONTRACTUAL ARRANGEMENTS**

**Q. How can we exit our current contract agreement?**

A. In the first instance, you should check your contractual obligations with your incumbent supplier and take appropriate procurement/legal advice, as there may be additional charges to exit your contract early.

**Q. We currently use one of the Framework suppliers; will the new pricing structure automatically apply to our current contract/agreement?**

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A. No, the pricing agreed with each supplier is for the new Framework Agreement only. However, you may wish to discuss your pricing structure with your current supplier to ascertain if you can vary the price within the terms of your current contract/agreement.

**Q. Is there a phase-out of existing contract/phase into new contract timescale – if so, what is the timescale?**

A. Each organisation should discuss and agree their exit and migration contract options with their incumbent supplier including timescales, before migrating to the Framework Agreement.

**Q. By the end of the Framework term, will all organisations have moved over to the new Framework Agreement?**

A. It is anticipated that as and when organisations end their current contract agreement, they will migrate over to the new Framework Agreement.

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### CATALOGUES

**Q. Will a copy of each supplier's catalogue be available?**

A. A Catalogue for each supplier will be available from the "Scottish Procurement: Procurement Information Network" group on the secure [Knowledge Hub](#) site

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### FINANCIAL ARRANGEMENTS

**Q. Are there different financial options available i.e. capital purchase, lease?**

A. Yes, the financial options available are:

- Capital purchase
- Lease
- All-inclusive copy pricing
- No Commitment

Copy costs will be dependent on requirements, product type(s) and volumes. Again, further cost reductions may be achievable through a mini competition. Please refer to the Key Features Matrix contained within the Framework Guide for details of the suppliers who can offer these financial options.

**Q. How will my lease arrangement work?**

A. Leasing arrangements will vary from supplier to supplier. You should discuss your requirements with suppliers during the tender phase or through clarification questions.

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## PRICING & PRODUCTS

### **Q. How long is pricing held for?**

A. The framework product pricing is reviewed every 12 months on the anniversary of the framework start date. Once organisations select a supplier via mini competition then the standard terms are set up for the product price (capital or lease) to be fixed for the duration of the call-off. The service element (“cost per page”) will be fixed for 12 months and then subject to price review to a maximum of Consumer Price Index (CPI). Organisations will still have the option at mini competition to deviate from the price review for the service element and seek a fixed price. Suppliers will then be in a position to bid for this fixed price option if they wish to do so.

### **Q. Can we dictate what products we can purchase from the supplier?**

A. Organisations can select and manage what products they purchase from the supplier product range.

### **Q. A product that we have historically purchased is now unavailable, can the product be added to the list?**

A. In the first instance, organisations should check the product listing for an alternative ‘same quality’ product. If there is a product that is missing and is critical to fulfil their requirements, please contact Scottish Procurement to discuss.

### **Q. Do the products supplied conform to environmental criteria i.e. EnergyStar rating?**

A. Yes, as part of the tender requirements, all products supplied must conform to EnergyStar ratings and an appropriate eco-labels.

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## DELIVERY & CARRIAGE COSTS

### **Q. What are the lead times for delivery of ordered products and consumables?**

A. Delivery timescales will be dependent on a number of factors e.g. volume, product and solution chosen. Delivery timescales are to be agreed via mini competition with the successful supplier prior to contract award. On average, suppliers can deliver products within 3 - 21 working days and consumables within 5 working days.

**Q. Do I need to pay carriage on my orders?**

A. Carriage and delivery costs are included in the framework pricing.

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## **PAYMENTS**

**Q. Can my supplier ask for an initial double payment of 2 quarters payments at the start of an agreement?**

A. Unless otherwise agreed, suppliers must comply with the payment profiles as outlined in their principal catalogue – i.e. 1 + 11 quarters = 3 years, 1 + 15 quarters = 4 years or 1 + 19 quarters = 5 years etc.

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## **NO COMMITMENT OPTION**

**Q. Do any suppliers offer a “No Commitment” option?**

A. Yes, several suppliers will offer a “No Commitment” option. Please refer to [Annex A](#) above or contact Scottish Procurement for further information on “no commitment”.

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## **METER READINGS**

**Q. What is the frequency of meter readings?**

A. Regular meter readings will produce accurate billing, with the responsibility and frequency agreed between supplier and organisation. To maintain good record keeping, organisations should read and record meters on a regular basis. Products that are network-connected can be set up to record readings on a regular basis or read remotely by agreement.

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## **FEEDBACK PROCESS**

**Q. Is there a process for providing feedback to Scottish Procurement on issues and the supplier’s performance?**

A. Scottish Procurement is committed to managing, monitoring and developing supplier performance and understanding whether our contracts are delivering and meeting the needs of our customers. Customer feedback is an essential part of the process.

The majority of problems relating to purchase orders, deliveries and invoice payments should be managed by the organisation. However, there may be occasions where an issue should be escalated to Scottish Procurement. To assist the decision making process we recommend organisations consider the following:

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- **Probability** - how high is the probability of the problem occurring?
- **Impact** - if the problem occurs, how high is the impact on the organisations continuity of service?
- **Alternative** (work around) - is there an alternative available?

If the issue(s) is considered to be of a lower priority, this problem is most appropriately dealt with at the local level. If the problem is more serious but not critical, then this should also be dealt with at a local level but reported back using the formal feedback process. If the probability of the problem arising and the likely impact is high, and no alternative is available, this should be escalated to Scottish Procurement.

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