

Scottish Procurement

ICT Products Technology Peripherals and Infrastructure Framework: Buyer's Guide

Lot 2

SP-21-012

Version 3 – July 2022

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1. Foreword and acknowledgements

Scottish Procurement delivers 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 work, support and contribution from all sector representatives. Their input has helped to shape the direction of the project to a successful outcome.

2. Introduction

This guide assists public sector bodies in selecting the most cost effective products from a range of technology peripherals and infrastructure products to suit individual requirements. This will guide organisations through the selection and ordering process and provide organisations with peace of mind regarding the products purchased through the Technology Peripherals and Infrastructure Framework Agreement.

2.1 Scottish procurement points of contact

The Scottish Procurement ICT products team contact details are as follows -

<u>Anamaria Rehbein</u> Portfolio Manager Tel: 0131 244 5749

<u>Bryan Dodds</u> Senior Portfolio Specialist Tel: 0131 244 6290

<u>Dawn Swan</u> Senior Portfolio Specialist Tel: 0141 242 5595

<u>Jack Graham</u> Portfolio Officer Tel: 0141 242 5833

3. Framework overview

The ICT products portfolio covers a wide range of ICT products through a number of specific framework agreements, listed below:

• Technology Peripherals and Infrastructure

- Lot 1 IT hardware catalogue
- Lot 2 infrastructure projects
- mobile client devices
- desktop client devices
- web based and proprietary client devices
- office equipment

This Buyer's Guide refers to the Technology Peripherals and Infrastructure Framework Infrastructure Projects Lot (Lot 2).

The procurement strategy recommended the appointment of a single supplier to Lot 1 and up to four suppliers to Lot 2.

Lot 1 (IT Hardware Catalogue Lot) will provide an easy route to market for end users for transactional and commonly available products through a single supplier catalogue capable of offering the complete range of products and services. Lot 1 has been awarded to **Computacenter (UK) Ltd.**

Lot 2 (IT Infrastructure Projects Lot) will provide users with the opportunity to run further competitions for higher value or more complex project related requirements. Lot 2 has been awarded to **Insight Direct (UK) Ltd, Computacenter (UK) Ltd, Softcat Ltd, XMA Limited.**

This document has been prepared specifically for Lot 2. A separate document prepared for Lot 1 is also available.

The Framework will run from Monday 16^{th} May 2022 to 15^{th} May 2024 with the option of 2 x 12 month extension periods.

Availability

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

For all ICT Products Frameworks, a supplier catalogue is available through the secure <u>Knowledge Hub</u> site. If you do not have access to the secure stakeholder site, please ensure you are registered on Knowledge Hub and complete the <u>membership request</u> form. Please email the completed form to <u>scottishprocurement@gov.scot</u>.

3.1 Scope

The Technology Peripherals and Infrastructure Framework Lot 2 will include the supply and delivery of Network Infrastructure, Servers and Storage products and services but may also include Audio-Visual, general peripheral items and single function desktop printers.

3.2 Services

Under this Lot 2, a number of associated services will be available from the four Contractors, these include, but are not limited to:

- site surveys for audio visual, networking or wireless projects
- unified communications, room booking system survey and installations
- install to desk of printer/scanner (connection, power up test, software installs, removal of packaging)
- asset tagging
- bonded storage devices
- network connection of devices
- memory installs (legacy client devices)
- hard drive installs (legacy client devices)
- graphic card install (legacy client devices)

- installation of projectors or interactive boards and
- installation of networking equipment.

Any service requirement, including commercial terms, will be subject to agreement between the Buyer and Contractors. Contractors can also provide assistance in identifying suitable products and/or solutions which meet your business requirements.

Framework suppliers

This is a multi-contractor Lot with four different contractors who, in alphabetical order, are:

- Computacenter UK Ltd
- Insight Direct UK Ltd
- Softcat UK Ltd
- XMA Ltd

Contact details for the contractors are provided at <u>Annex A</u> Lot 2 - Technology Peripherals and Infrastructure contact details.

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

4.1 Framework benefits

The Technology Peripherals and Infrastructure Framework Agreement realises the benefits of collaborative procurement. Throughout the procurement process, Scottish Procurement worked with key stakeholders and suppliers to maximise financial benefits and deliver excellent service levels while providing robust contractual terms and conditions for all organisations that utilise the framework. The benefits for public bodies using the framework are:

- the award follows a comprehensive tender exercise, under public procurement regulations, and provides an easy route to market for contracting organisations
- the framework will deliver significant cash savings and environmental benefits, including a reduction in carbon emissions through the inclusion of latest environmental and energy efficiency certification
- the framework satisfies demand for new and emerging requirements through a process of continuous improvement, throughout the life of the agreement
- continues to influence buying behaviour through consolidated ordering and deliveries and achieve greater environmental and transitional efficiencies
- the framework will continue to leverage the total Scottish public sector spend, providing the opportunity to improve on discounts based on uptake and volume
- the framework provides one central point of ordering and contract management for each contractor, the same level of service to all Framework Public Bodies, regardless of their size or geographical location

• the framework addresses the Scottish Government's and Scottish public sector organisations' aspirations with regard to ethical, social, economic, environmental and sustainability issues (see section below for further details)

Technology peripherals and infrastructure – Lot 2 benefits

The introduction of this Lot will provide the following benefits:

- the infrastructure Lot offers the opportunity to drive best value for money for more complex and/or higher value solutions through further competition that meets the individual organisational requirements
- the framework suppliers provide a 'local feel', with small and medium-sized enterprises (SMEs) coverage as part of the supply chain
- access to a diverse range of solutions at market leading prices leveraging the total Scottish public sector spend
- committed to the delivery of fair-work practices including payment of the Real Living Wage and delivery of community benefits
- access to suppliers accredited to ISO 27001 and Cyber Essentials Plus
- promote continuous improvement through innovative environmental and technologyrelated initiatives throughout the life of the agreement

4.2 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:

- maximising energy efficiency through the use of EPEAT and Energy Star certified products
- minimising waste and reducing the use and environmental impact of packaging
- minimising waste and supporting the transition to a circular economy through end of life initiatives to recover, refurbish and redeploy equipment
- reducing carbon and other greenhouse gases through order consolidation, improving delivery efficiency, reduction in vehicle mileage and use of electric vehicles
- minimising the use of hazardous materials and emissions
- operation of a WEEE compliant recycling services
- SME Engagement in Supply Chain: Audio Visual and Video-Conferencing products will be delivered by a network of Scottish based SME partners

For further information please see Scottish Government's approach to <u>community</u> <u>benefits</u>.

For all ICT Products Frameworks, a Supplier Catalogue is available through the secure <u>Knowledge Hub</u> site. If you do not have access to the secure stakeholder site, please ensure you are registered on Knowledge Hub and complete the <u>membership request</u> form. Please email the completed form to <u>scottishprocurement@gov.scot</u>.

5.1 Warranty

All products shall be fit for purpose and shall include as a minimum a 12-month warranty from the date of delivery. Where the manufacturer's warranty exceeds 12 months, this will be provided as standard.

5.2 Returns

Under this framework there are part restrictions on the return of goods. Boxes of goods should not be opened until the customer is entirely content with the order. The Contractor(s) should be notified within 5 Working Days of any Items ordered/delivered in error and must be returned in a state fit for resale. Items ordered in error may be subject to a restocking fee, which must not exceed 5% of the unit cost, and/or collection cost depending on the weight and/or dimensions of the product.

6. Mini competition ordering procedures

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

For Lot 2 of the framework, users must conduct a mini competition for their requirements, no direct award is available through this Lot. This Lot can be used when organisations are looking to purchase more complex networking equipment, a solution-based offering, or require a single supplier over a number of years. These types of purchases typically require pre-engagement and clarity from the suppliers.

An order form has been created to simplify the call-off procedure and substitute the need to complete and sign the call off Terms (Schedule 5) contract agreement. The order form can be used at the discretion of the framework public body. Details of the order form can be found in <u>Annex B</u> – Order Form. If you choose to complete the Schedule 5 document, the preamble data requires some data to be entered. the Find the Tender Service reference is <u>030614-2021</u> (F10). The Contract Notice was published on 9 December 2021 (F9 and F12) and the Contractors all submitted their responses on 31 January 2022 (F13).

Full details on buying from a framework are detailed in <u>SPPN 5 2010</u> and further guidance is available on the "Scottish Procurement: Procurement Information Network" group on the secure <u>Knowledge Hub</u> site.

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: Procurement Information Network Knowledge Hub site.

If you do not have access to the Knowledge Hub site, please ensure you are registered on Knowledge Hub and complete the <u>Membership Request Form</u>. Completed forms should be sent to <u>scottishprocurement@gov.scot</u>.

<u>Points to consider</u>, a <u>good practice checklist</u>, and an <u>order form</u> are provided to assist organisations in the sourcing and procurement of infrastructure 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".

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.

Framework public bodies should:

Step 1

Establish requirements. Where necessary, engage with the framework Contractors to assist in the development of the Statement of Requirements.

Step 2

Create the mini competition documentation. The template in <u>Annex B</u> - order form can be used as a guide.

Step 3

Engage with all Contractors on Lot 2 to discuss your requirements.

Step 4

Issue mini competition documents to all Contractors. Contractors should complete a mini competition alert form and submit to Scottish Procurement.

Step 5

Organisations will evaluate all responses using your predetermined scoring and weightings as detailed in your mini competition.

Step 6

If required, clarification from tenderers can be requested throughout the evaluation process.

Step 7

Award contract based on the evaluation criteria. Terms and conditions agreed under the Framework Agreement.

Step 8

Commence with implementation.

Buyers must: -

- 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
- consult in writing with all the contractors appointed to the framework and invite them, within a specified time limit, to submit a mini competition tender in writing for each order to be awarded

- the tender proposals should allow a tenderer to demonstrate how the services will be delivered, with particular emphasis on quality, delivery timescales and customer satisfaction
- the evaluation criteria allow for flexibility regarding the composition of percentage weightings allocated against each of the criteria shown. The mini competition should be conducted on the basis of the criteria listed above and on the same, or if necessary, more precisely formulated terms. A framework public body should consider the introduction of additional terms, for example, sustainable benefits, full details must be provided in the invitation to tender document
- set a time limit for the receipt of the mini-competition tenders which takes into account factors such as the complexity of the subject matter of the order and the time needed to submit tenders
- keep each mini competition tender confidential until the expiry of the time limit for the receipt of mini competition tenders
- apply the award criteria and weightings to the framework contractors' compliant tenders submitted through the mini-competition as the basis of its decision to award an order for its service requirements
- the highest scoring compliant Tenderer will be awarded the call-off contract. In the event of a tie the framework public body reserves the right to appoint the tenderer who obtains the highest quality score.
- on the basis set out above, the framework public body can award its services by awarding a contract to the successful framework Contractor in accordance with the following:
 - standard terms of supply (schedule 5)
 - services requirements
 - the charges payable for the services requirements in accordance with the tender submitted by the successful framework contractor
- framework public bodies may wish to consider using the Public Contracts Scotland Quick Quote System to conduct mini competitions. When using the Quick Quote facility within Public Contracts Scotland (PCS), please ensure that only those suppliers on this Lot are invited to respond
- a call-off contract must be concluded by an award letter and the completion of schedule 5 from the Framework Agreement, letters must also be issued to all unsuccessful tenderers. Templates for letters can be found on the Procurement Journey website
- 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

There is no scope to run a general selection procedure, based on technical ability etc. This was carried out before the Technology Peripherals and Infrastructure Framework Agreement itself was awarded and should not be repeated at further competition stage.

6.1 Mini competition award criteria

The original framework was evaluated using a quality/price ratio of 40/60. Technical criteria % weightings shall be set by framework public bodies at mini competition, ensuring they reflect individual requirements and best value for money considerations.

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

Quality criteria

- account management
- support and maintenance services
- service delivery (with particular emphasis on quality and performance measurements)
- demonstrable experience and expertise of the proposed personnel
- security solutions
- financial options
- sustainability

Price criteria

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

6.2 Indicative timescale

Allowing sufficient time to carry out your procurement exercise is crucial to a successful outcome and ensures that contractors 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

Mini Competition

Supplier response time

1-2 months

Total indicative timescale (incl. supplier response time)

4 months

6.3 Points to consider

Identifying the correct solutions 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. purchase, maintenance and usage requirements etc).

It is advised that organisations pre-engage with framework Contractors as part of their procurement activities. 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 digital strategy in place?
- what timeframe do you have and what are the product lead times?
- what are your objectives?
- do you require a site survey?
- do you have details on your existing products, types, locations and current costs?
- what is the best cost model for your organisation?
- what additional features do you envisage using?
- 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?
- do you have an exit strategy in mind?

6.4 Good practice check list

- devote sufficient time to manage the mini competition process effectively and allow suppliers adequate time to respond
- provide accurate product information such as locations, usage, product types to assist suppliers in providing a meaningful response
- draft mini competition documentation clearly and precisely to enable suppliers to put forward their best offer without significant clarifications being necessary
- 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
- 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

7. Guidance information

7.1 Framework agreement Information

A framework agreement is a general term for agreements which can be with either single or multiple contractors 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 a single contractor, following a competition in accordance with procurement regulations. The single contractor ensures organisations obtain value for money in their purchasing whilst being assured that their procurement is compliant with procurement regulations.

Using a framework agreement saves time and money for organisations and ensures that the terms and conditions of their contract with the contractors are robust and follow best practice. The framework's terms and conditions are subject to Scots Law.

Framework agreement start date and end date

The Framework commenced on 16^{th} May 2022 and will end on 15^{th} May 2024 with the option of 2 x 12 month periods.

Framework eligibility

It is the responsibility of any buying organisation wishing to use the framework agreement to satisfy itself that it is eligible to do so. Entitlement can be established from the UK Government's Find a Tender Service (FTS reference number: <u>2021/S 000-030614</u>. Section VI.3 of the advert refer; copy embedded below).

"The Framework Agreement will be available for use by the Scottish Ministers (including Agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish Administration which are not ministerial offices, cross- border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, Scottish Fire & Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, all NHS Scotland, The Integrated Joint Boards established further to the Public Bodies (Joint Working) Act 2014, bodies registered as social landlords under the Housing (Scotland) Act 2001, Student Loans Company Limited, the Forestry Commission, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, further or higher education institutions being fundable bodies within the meaning of section 6 of the further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to charities entered on the Scottish Charity Register and voluntary organisations entered on the Membership Database of the Scottish Council for Voluntary Organisations.

Read <u>more information about Scottish public bodies</u>. Information about the Review of Public Procurement in Scotland and links to the other Centres of Expertise can be found <u>here</u>.

Guidance on this can be found in Annex A of Scottish Government Guidance on Framework Agreements. If there is any doubt, legal advice should be sought

Framework agreement – detail distribution

Scottish Procurement will disseminate relevant information concerning the framework via sectoral Centres of Expertise, who then cascade to their stakeholders. Framework terms can be accessed via the "Scottish Procurement: Procurement Information Network" group on the secure <u>Knowledge Hub</u> site or via your sector representative.

Contract formation

Your contract will be based on the Standard Terms of Supply (Schedule 5), which have been constructed by Scottish Procurement and which forms part of the framework agreement between Scottish Procurement and the contractor awarded a place on the framework. This will be amended to reflect the individual customer organisation, contractor, reference numbers, dates, etc. Specific requirements or variations will be recorded in the supporting schedules. It will constitute the entire agreement between you and the contractor relating to the services ordered.

Data Protection

Both you and the contractors are obliged to duly observe all your obligations under the Data Protection Regulations which arise in connection with the contract. Under the contract, both you and the contractor are asked to take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purposes of the contract by your employees, agents or sub-contractors. Please refer to the Data Protection clause in the Standard Terms of Supply (Schedule 5) for further details.

Contract amendment

If you or the contractor wishes to amend the contract, such amendments must be agreed between you both and formally amended in accordance with the Change Control procedures. The contract may be amended only by the written agreement of both parties. Accordingly, the Contractor may not unilaterally amend the contract.

Care should be taken when considering amendments to the contract that any amendment would not substantially alter the terms and conditions to such an extent that it could be alleged that the contract is no longer conformant with the framework agreement and therefore not compliant with Procurement Directives.

7.2 Service and management provisions

Organisations can only select the products and services that are in scope for this framework.

Full specification of service

The specification and service levels schedule is available. Both of these can be accessed via the "Scottish Procurement: Procurement Information Network" group on the secure <u>Knowledge Hub</u> site or your sector representative.

Contract management provisions

The framework will be managed overall by Scottish Procurement, who will be responsible for regular Contractor review meetings covering escalated issues, Key Performance Indicators (KPIs), benchmarking and innovation. Please see Schedule 4 – Management Arrangements. This can be accessed via the "Scottish Procurement: Procurement Information Network" group on the secure <u>Knowledge Hub</u> site or via your sector representative.

Escalating to Scottish Procurement

Scottish Procurement is committed to managing, monitoring and developing contractor performance and understanding whether our contracts are delivering and meeting the needs of our customers and customer feedback is an essential part of the process. Feedback and escalation processes will support the framework and robust Management Information from all Contractors will cover several performance measures.

Any comments or feedback regarding the contractor's performance should be submitted to the <u>Scottish Procurement Points of contacts</u> listed on section 2 of this document.

Contractors guide

A copy of the Contractor's guide will be available from the "Scottish Procurement: Procurement Information Network" group on the secure <u>Knowledge Hub</u> site.

Management information

Management Information will be provided by the framework contractors throughout the lifetime of the agreement. Management Information will be provided to Scottish Procurement on a quarterly basis as specified.

Performance related criteria

As part of the overarching terms and conditions target key performance indicators (KPI) have been agreed and are monitored through a Balanced Scorecard approach.

Community benefits

Community benefits are social considerations which include not only targeted recruitment and training, but also equal opportunities, training for the existing workforce, supply-chain initiatives, community consultation, 'considerate contractor' schemes, contributions to education, the promotion of social enterprises, and resources for community initiatives. Tenderers were asked within the tender to provide details of any quantifiable wider community benefit they will bring to the framework through their approach to the delivery of Technology Peripherals and Infrastructure products and services.

Whilst not necessarily linked to the framework the Contractors provide Community Benefits as organisations in the form of:

- graduate programmes
- apprenticeship programmes

- partnership with local training organisations
- volunteering activities
- staff development and training
- sponsoring of local sports teams and groups

Workforce matters

For more information on 'Workforce matters' please see the attached Scottish Procurement Policy Note **<u>SPPN 1/2015</u>**.

7.3 Award process

Details on running a mini competition can be found in Section 6 of this document.

Invoicing arrangements

Contractors have been asked to provide elnvoicing and payment via Purchasing Card (if required) and Framework Public Bodies must pay all sums due to the Contractor within 30 days of receipt of a valid invoice.

Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Further details can be found within the Standard Terms of Supply (Schedule 5) at section 14 - Payment and Invoicing.

Annex A - Lot 2 - Technology Peripherals and Infrastructure Contact details

Computacenter UK Ltd

First Floor, Leven House 10 Lochside Place, Edinburgh Park Edinburgh, EH12 9DF

Framework Manager – Gareth Gray Gareth.Gray@computacenter.com Mobile: 07385 404169

Colin Harvey@computacenter.come Mobile:07867 500824

Mini competition address: government@computacenter.com

Insight Direct 5 Candymill Lane, Bothwell Bridge Business Park Hamilton ML3 0FD

Framework Manager: John Connolly scotlandmail@insight.com M: 07525-985525

Mini competition address: pstenderteam@insight.com

Softcat Ltd

Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW

Framework Manager: Stuart Brown StuartBro@softcat.com M: 07968 629573

Mini competition address: scotcat@softcat.com

XMA Limited Pavilion 2, Junction 24 Business Park Helen St Glasgow G51 3AD

Framework Manager: Martin Tamburrini <u>martin.tamburrini@xma.co.uk</u> Tel: 07921 571944

Mini competition address: bidteam@xma.co.uk 16 of 20



\$ Insight.





Annex B - Order form

Service Description	[Enter an overview of the Goods and Associated Services required]
Response Date	[For mini competition, enter the date Suppliers are required to respond to this request <f13>]</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]

1. Purchasers details

Framework Ref	SP-21-012			
Contract/Order Reference	[Enter the Contract/Order Reference <f1> which should be quoted on all correspondence relating to this Contract]</f1>			
Purchaser	[Enter your organisation name <f2>]</f2>			
Purchaser Contact (13)	[Enter name of the Contact <f31> for any notices relating to this Contract]</f31>			
Purchaser Address (13)	[Enter the address <f30> for any Notices relating to this Contract]</f30>			
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]</f34></f33></f32>			
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]			

2. Statement of requirements and Key Performance Indicators (Schedule 1a)

Statement of Requirements	[Enter full details of the Goods, Services and associated Software required, which may include:
	 details of any existing goods, services and/or software used any specific delivery requirements and date(s) or time(s) type of Goods required acceptance test criteria and/or test period milestones
	For a direct award, this should refer to the Goods, Services and associated Software in the Principal Catalogue
	For a mini competition this section should include all requirements that would be described in Schedule 1 (Statement of Requirements) if completing the Standard Terms of Supply

	Requirements can be expressed precisely i.e. reference to catalogue item or generally in terms of required outputs]
Key Performance Indicators (KPIs)	[Enter the details of any specific KPIs where applicable.
Premises	[Enter the details of all locations where the Goods and associated Services will be delivered, installed and any training carried out]
Nature of Contract - Financial Options (3)	[This should describe how the Goods and associated Services will be paid for e.g. purchase or lease or the purchase and lease <f22> including the lease period where applicable.]</f22>
Contract Period and Commencement (5)	[Enter details of the Contract period <f24 25="" and=""> and the required Commencement Date <f23>]</f23></f24>

3. 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]</f28></f27>
Payment and Invoicing (15)	[Enter details of the invoice frequency <f40>]</f40>
Pricing Schedule	 [Specific details relating to the Pricing should be entered here. This could include: mechanism for price review and/or variation if applicable benchmarking]

4. Award and Ordering Procedures (Schedule 3)

Award	and	Ordering	[Enter	details	of	any	specific	eCommerce	requirements	where
Procedu	ires		applica	ble]						

5. Management Arrangements (Schedule 4)

5	[Enter details of any specific management arrangements, including
Arrangements	Dispute Resolution, if applicable]

6. Exit Management (Schedule 8)

Exit Management	[Enter details of any specific exit management arrangements,
(67)	including the period given to the Supplier to provide the Exit Plan if
	different from the Standard Terms of Supply which states 'within 3
	months']

7. Further Details

Note: Changes to the standard values below should only be made when using the minicompetition 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 framewor – 0900 hours and 1700 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 (20)	[Enter details of any Audit requirements, and specify a length records must be retained and maintained if different from the 5 years specified in the Standard Terms of Supply)				
License of Intellectual Property (40)	[Enter details of any known Intellectual Property requirements where these are different to those specified in the Standard Terms of Supply]				
Sub-Contracting Advertisement (44)	[Enter details of a specific geographic location where sub-contracting opportunities must be advertised in at least one newspaper if different from the framework – e.g. Scotland]				
Limitation of Liability (59)	[Enter details of the liability limits if different from those specified in the Standard Terms of Supply, namely:				
	59.3 The liability of either Party under the Contract for Defaults is as set out in the specific Call-off Contract. Where the liability is not set out under a specific Call-off Contract the liability of either Party under the Contract for Defaults is limited to the greater of £1,000,000 or 150% of the relevant purchase order value.				
	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.]				
Insurances (60)	[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:				
	70.1.1 public liability insurance in the sum of not less than £2,500,000 for any one incident and unlimited in total;				

	70.1.3 professional indemnity insurance, but only where requested in the Order Form and, at the level stipulated therein.
	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.]
Force Majeure (61)	[Entered details of the period allowed for Force Majeure, if different from the Standard Terms of Supply]