

**GUIDANCE FOR USING THE FRAMEWORK AGREEMENT FOR:**

**Software License Resellers**

**Commodity Reference: 2016/05**

**1<sup>st</sup> December 2016 to 30<sup>th</sup> November 2019**

**1 x 12-month Extension running from 1<sup>st</sup> December 2019 to 30<sup>th</sup> November 2020**

**OJEU Contract Notice 2016/S 136-245852**

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**Restricted Commercial**

## Contents

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Contents	2
1.	Can I Access this Agreement? ..... 3
2.	What Does this Agreement Cover?..... 3
3.	What are the Benefits of Using this Agreement? ..... 4
4.	How does this Agreement Support Sustainability?..... 4
5.	Who are the Suppliers? ..... 5
6.	Supplier Scoring by Lot..... 6
7.	Pricing..... 7
8.	Eduserv Chest Agreements ..... 8
9.	How Do I Call-Off from the Agreement? ..... 9
10.	How Do I Run a Further-Competition?..... 11
	Step 1 – Develop Further-Competition Invitation To Quote (ITQ) ..... 11
	Step 2 – Issue Further-Competition Documents ..... 13
	Step 3 - Evaluate responses and select supplier ..... 13
	Step 4 -Award..... 14
11.	What are the Standard Terms and Conditions?..... 14
12.	How do I issue my Call-off Contract? ..... 15
13.	How Will the Supplier’s Performance be Measured? ..... 16
14.	What is SUPC? ..... 17
15.	Frequently Asked Questions ..... 18
16.	Glossary ..... 19

## Appendices

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- A – Suppliers’ Full Contact Details
- B – Specification, Section 2 ITT
- C – Tender Questions and Evaluation Criteria, Section 3 ITT
- D – Framework Agreement
- E - Call-Off Terms and Conditions
- F – Contract Notice
- G – Access Agreement Form (SUPC Only)
- H – Pricing

## 1. Can I Access this Agreement?

This framework agreement has been tendered by the Southern Universities Purchasing Consortium (SUPC). To learn more about SUPC please see section 14. Members of the following organisations can access this framework agreement:

- Southern Universities Purchasing Consortium (SUPC)  
<http://www.supc.ac.uk/engage/our-members/our-members>
- North East Universities Purchasing Consortium (NEUPC)  
<http://www.neupc.ac.uk/our-members>
- North West Universities Purchasing Consortium (NWUPC)  
<http://www.nwupc.ac.uk/our-members>
- London Universities Purchasing Consortium (LUPC)  
<http://www.lupc.ac.uk/list-of-members.html>
- Advanced Procurement for Universities and Colleges (APUC)  
<http://www.apuc-scot.ac.uk/#!/members>
- Higher Education Purchasing Consortium Wales (HEPCW)  
<http://www.hepcw.ac.uk/>
- Crescent Purchasing Consortium (CPC)  
<https://www.thecpc.ac.uk/>

## 2. What Does this Agreement Cover?

The purpose of this framework agreement is to deliver an efficient and compliant route to market for participating public bodies, by minimising the resource and providing value for money.

This framework agreement was procured via the open procedure tendering process and advertised on Intend and in the Official Journal of the European Union (OJEU) 2016/S 136-245852.

LOT	LOT DESCRIPTION
<b>Lot 1 – Microsoft and Associated Services</b>	Microsoft software and license procurement and support inclusive of maintenance and renewal. Associated services including consultancy which is limited to the products available via this lot. This includes access to special pricing and terms and conditions by Eduserv including but not limited to EES and Select Plus agreements.
<b>Lot 2 – Adobe</b> <i>Sub-Lot 2A – Adobe ETLA Agreements</i>	Adobe software specific to ETLA agreements (site licences, multi-site or unlimited) inclusive of maintenance and renewal and associated services including consultancy specific to this agreement. This includes access to special pricing and terms and conditions by Eduserv.
<b>Lot 2 – Adobe</b> <i>Sub-Lot 2B – Adobe VIP/CLP Agreements</i>	Adobe software and license procurement and support inclusive of maintenance and renewal. Adobe CLP Agreements (perpetual licenses and optional upgrade protection) and VIP Agreements (named user/device subscription licenses) where special pricing and terms and conditions have been provided by Eduserv.

<b>Lot 3 - VMWare</b>	VMware software and license procurement and support inclusive of maintenance and renewal. Associated services including consultancy which is limited to the products available via this lot. This includes access to special pricing and terms and conditions by Eduserv (where applicable).
<b>Lot 4 - Other</b>	Miscellaneous software and license procurement and associated services and support including maintenance and renewal. This includes, but is not limited to IT Security Software and support. This includes access to special pricing and terms and conditions by Eduserv (where applicable).
<b>Lot 5 – Software Services</b>	Software services, including but not limited to, Software Asset Management software procurement and associated services, software auditing services and professional services including consultancy which is limited to the products provided under the scope of this agreement.

Please see Appendix B for a copy of the specification as used in the Invitation To Tender document or contact the Contract Manager Tammie Purdue. Contact details are available on the cover page.

### 3. What are the Benefits of Using this Agreement?

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There are several benefits to using this framework:

- Provides compliance under EU Procurement Directives.
- A new dedicated lot for software services, which will provide institutions with access to software auditing services, asset management and professional consultancy services.
- Pricing is based on a cost plus basis and margins are fixed for the life of the agreement.
- Pricing for professional services for areas such as discovery phases, implementation, training, project management and software development fees are fixed for the life of the Agreement and include travel and expenses.
- A Schedules of rates has been provided for the professional services listed above under Lot 5 allowing members to manage service costs.
- Offers access to Eduserv Chest Agreements providing best value pricing
- New Call off Contract for Institutions to use as a template for contracting with suppliers.
- Gives robust performance management by setting clear KPI's to be monitored over the life of the agreement.
- Offers improved terms and conditions specific to software licensing.

### 4. How does this Agreement Support Sustainability?

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This Agreement was assessed as a low risk contract with regards to sustainability as the majority of the products are delivered by electronic means. Any questions relevant were included in the quality section of the tender. Questions asked in the tender can be found in Appendix C. Institutions can incorporate specific questions for their own specifications into their further competitions.

## 5. Who are the Suppliers?

The following suppliers are appointed to the framework agreement for the various lots:

Supplier	Lot 1 Microsoft	Lot 2A – Adobe ETLA	Lot 2B – Adobe VIP/CLP	Lot 3 - VMWare	Lot 4 – Other	Lot 5 – Software Services
Academia		Yes	Yes	Yes	Yes	
Bytes	Yes				Yes	
CDW	Yes	Yes	Yes	Yes	Yes	Yes
Civica	Yes				Yes	Yes
Comparex	Yes	Yes	Yes	Yes	Yes	
Insight Direct	Yes	Yes	Yes	Yes	Yes	Yes
Phoenix	Yes	Yes	Yes		Yes	Yes
Pugh	Yes					
Softcat	Yes	Yes	Yes	Yes	Yes	Yes
Software One	Yes				Yes	
XMA	Yes			Yes	Yes	Yes

To appoint a supplier, please refer to the call-off mechanisms below. Full contact details for each appointed supplier are located in Appendix A – Suppliers’ Full Contact Details. Your local consortia contact details are:

Consortium	Name	Email	Number
LUPC	Mike Kilner Senior Contracts Manager	M.Kilner@lupc.ac.uk	Tel: 020 7307 2768
HEPCW	Howard Allaway Procurement Manager	<a href="mailto:h.allaway@wales.ac.uk">h.allaway@wales.ac.uk</a>	Tel: 029 20879201
NEUPC	Kim Vaughan Category Manager – IT, Telecoms and Office Supplies	K.Vaughan@leeds.ac.uk	Tel: 0113 344 3951
NWUPC	David Lamb Category Manager	David.Lamb@manchester.ac.uk	Tel: 0161 234 8003
APUC	Peter Jackson Procurement Manager – Information Services	pjackson@apuc-scot.ac.uk	Tel: +44 (0) 131 442 8944
CPC	Yvonne Winskill Senior Contracts & Procurement Officer	y.winskill@thecpc.ac.uk	Tel: 0161 974 0955

## 6. Supplier Scoring by Lot

To appoint a supplier, please refer to the call-off mechanisms below. You can find additional information on all the questions asked at tender stage on HE Contracts Database.

### Lot 1 – Microsoft and Associated Services

Supplier	Quality Score	Price Score	Total Score
Softcat	21.79%	73.53%	<b>95.32%</b>
Insight Direct	19.92%	74.89%	<b>94.81%</b>
CDW	19.89%	74.55%	<b>94.44%</b>
XMA	19.78%	74.18%	<b>93.96%</b>
Phoenix	19.74%	74.04%	<b>93.78%</b>
Comparex	19.15%	73.11%	<b>92.26%</b>
Bytes	18.94%	71.20%	<b>90.14%</b>
Software One	16.88%	73.06%	<b>89.94%</b>
Civica	16.17%	72.69%	<b>88.86%</b>
Pugh	17.67%	71.19%	<b>88.86%</b>

### Lot 2 – Adobe

#### Sub-Lot 2A – Adobe ETLA Agreements

Supplier	Quality Score	Price Score	Total Score
Academia	22.94%	74.93%	<b>97.87%</b>
Softcat	21.79%	74.93%	<b>96.71%</b>
Insight Direct	19.92%	75.00%	<b>94.92%</b>
CDW	19.89%	74.96%	<b>94.86%</b>
Phoenix	19.74%	74.66%	<b>94.40%</b>
Comparex	19.15%	74.53%	<b>93.69%</b>

#### Sub-Lot 2B – VIP/CLP Agreements

Supplier	Quality Score	Price Score	Total Score
Softcat	21.79%	75.00%	96.79%
Academia	22.94%	73.67%	96.61%
Insight Direct	19.92%	74.99%	94.91%
Phoenix	19.74%	74.61%	94.35%
CDW	19.89%	73.06%	92.95%
Comparex	19.15%	73.67%	92.82%

### Lot 3 – VMWare

Supplier	Quality Score	Price Score	Total Score
Softcat	21.79%	74.65%	96.44%
Insight Direct	19.92%	69.52%	89.44%
CDW	19.89%	66.67%	86.56%
Academia	22.94%	63.20%	86.14%
Comparex	19.15%	65.57%	84.72%
XMA	19.78%	64.69%	84.47%

### Lot 4 – Other

Supplier	Quality Score	Price Score	Total Score
Academia	22.94%	75.00%	97.94%
Softcat	21.79%	72.72%	94.50%
Civica	16.17%	74.59%	90.76%
Comparex	19.15%	69.78%	88.94%
CDW	19.89%	68.77%	88.66%
Bytes	18.94%	69.40%	88.34%
Phoenix	19.74%	67.90%	87.64%
Software One	16.88%	69.03%	85.91%
Insight Direct	19.92%	64.92%	84.84%
XMA	19.78%	64.72%	84.50%

### Lot 5 – Software Services

Supplier	Quality Score	Price Score	Total Score
Softcat	32.29%	51.40%	<b>83.68%</b>
Civica	28.17%	30.48%	<b>58.66%</b>
XMA	30.92%	25.19%	<b>56.11%</b>
Insight Direct	27.90%	27.25%	<b>55.16%</b>
CDW	31.36%	22.53%	<b>53.88%</b>
Phoenix	33.35%	16.73%	<b>50.07%</b>

## 7. Pricing

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Pricing under this framework for all goods is on a Cost Plus/Minus basis. Prices shall be made up of:

Goods Cost Price to Supplier + Mark up (plus/minus basis) = SLR Framework Price

Mark ups are fixed for the life of the agreement.

Suppliers may provide more competitive pricing in response to a request for quote or further competition.

All pricing includes any relevant standard download, delivery, packing and carrier charges; however, discounts, minimum order values or small order charges need to be identified separately at point of order or quotation. Minimum Order Value and Small Order Charges quoted under the Framework will remain capped for the life of the Agreement.

Individual Members may require fixed pricing for a specified term as part of a Further Competition and Call-Off Contract.

Pricing for services such as chargeable consultancy fees shall be fixed for the life of the Agreement and shall include travel and expenses.

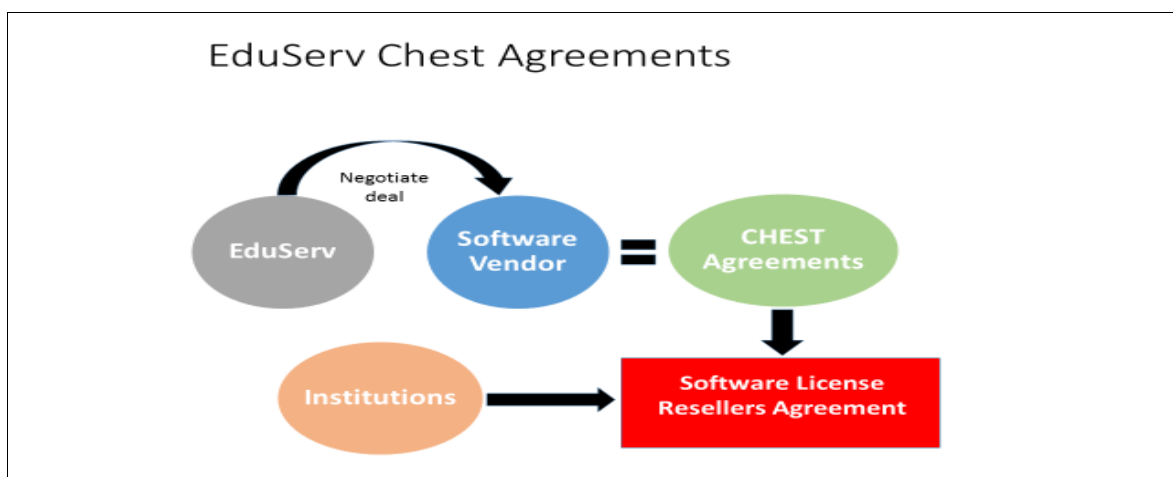
It is understood that Goods Cost Prices may fluctuate over the life of the framework. Any increases can only be applied where the Goods Cost Price to the Supplier has increased from the Original Software Vendor (OSV) and must be evidenced upon request. Where Individual Members have bespoke catalogues, Suppliers shall inform the Individual Members of any such changes.

Suppliers are expected to monitor and manage Goods Cost Price fluctuations and special offers from OSVs with the aim of minimising any increases and passing on any decreases through effective management of their relationships with the OSVs. As a minimum Suppliers should notify SUPC and relevant Member Institutions of any impending price changes.

Details of margins, discounts and charges can be found in Appendix H.

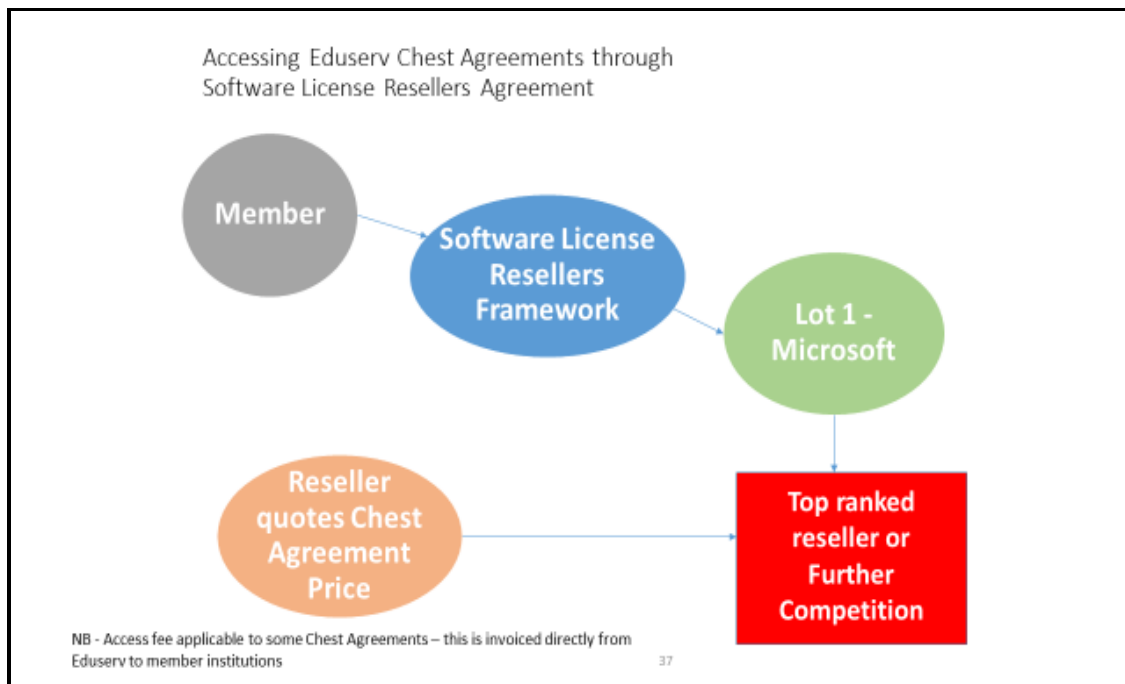
## 8. Eduserv Chest Agreements

Institutions can access special pricing and terms and conditions negotiated directly with the Original Software Vendors by Eduserv, a charity based in Bath (see illustration below) through this agreement. The licenses under many of these agreements, including those for Microsoft and Adobe products are supplied via Resellers.



The following illustration shows how Institutions can access the Chest Agreements through this Software License Resellers Agreement. Eduserv do have charges which may be applicable to use these agreements which are normally small annual charges and will be invoiced directly to the Institution. Institutions should ensure they are provided with these costs before proceeding.





## 9. How Do I Call-Off from the Agreement?

Call-off from this framework agreement is by means of ranking / further-competition / combination ranked and further-competition

Institutions will determine the correct lot to use when placing a call-off contract from the framework agreement by assessing their requirement against the available lots.

Member Institutions of SUPC will be required to complete an 'Access Agreement' in the first instance which must be completed and sent to the Contract Manager. A copy of the Access Agreement can be found in Appendix G.

### Option One - Ranked

Institutions are required to contract directly with the first-ranked supplier, unless:

- The first ranked supplier confirms that they do not have capacity to undertake the work; or
- Cannot respond within the required timescales as detailed in the specification of requirements; or
- There are other relevant issues such as conflict of interest.

If any of these criteria are applicable, then the second ranked supplier should be appointed. If the second ranked supplier cannot meet the need (by reason of issues detailed above), the third ranked supplier should be approached and so on.

This award of a contract will take place after the institution has discussed its specific requirements with the supplier and agreement has been reached as to timescales, methodology/approach, specific service requirements and key milestones and performance indicators to be met. The Standard Terms and Conditions of any call-off contract shall be as those stated in the framework agreement and only minor points can be re-negotiated with the consent of the supplier and the institution such as Payment Terms. For individual assignments under longer term call-off contracts, instruction will be given and received as per the Specification of Requirements section of this ITT.

### Option Two - Desktop Exercise

If time is of the essence and institutions are comfortable with the terms of the proposed contract, and these do not require amendment or supplementary conditions then institutions may use a desktop calculator to amend the criterion by up to 20 percentage points to reflect their local requirements. This tool is available on the Contracts Database and, based on the institution amended weightings, will then recalculate the total overall score. Once complete, you should place your contract with the highest scoring supplier.

For example, if quality has an original weighting of 30% then this could be changed to anywhere between 10% and 50%. The total percentage for all criteria must equal 100%.

### Option Three – Further-Competition

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

The original framework agreement evaluation criteria should be applied in the further-competition tender document, though some of the criteria weightings may be adjusted in line with local institution requirements. As this is a Most Economically Advantageous Tender (MEAT) framework agreement, both technical and commercial evaluation criteria must be used in a further-competition tender process.

Evaluation criteria to be used for evaluating further-competitions should be as follows:

#### Evaluation Criteria

Award Criteria Lots 1-4	Weighting
Contract Management	5%
Performance	10%
General Management	10%
<b>Lots 1-4 - Total Quality</b>	<b>25%</b>
<b>Lots 1-4 - Total Price</b>	<b>75%</b>

Award Criteria Lot 5 Only	Weighting
Contract Management	5%
Performance	10%
General Management	10%
Service Provision	15%
<b>Lot 5 - Total Quality</b>	<b>40%</b>
<b>Lot 5 - Total Price</b>	<b>60%</b>

Please note: No additional technical criteria can be introduced. Sub-criteria under the criteria above can be introduced but must be relevant to the requirement and criteria. **The weighting of the criteria can be amended depending on importance to the requirement and in line with the tender documentation.**

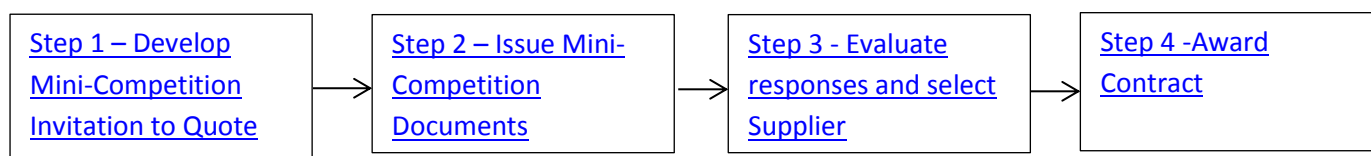
*Note: The same questions asked during the tender, should not be asked at further-competition.*

*Note: Commercial evaluation criteria charges submitted at the ITT stage are capped, and will be the highest rate charged by a supplier at further-competition stage.*

## 10. How Do I Run a Further-Competition?

When running a further-competition Institutions must ensure that **ALL** suppliers on the Lot are invited to submit a quote via the Invitation to Quote (ITQ).

The further-competition **must not** be issued to suppliers that have not been awarded a place on the framework agreement or are not part of the Lot.



### Step 1 – Develop Further-Competition Invitation To Quote (ITQ)

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

- 1) This agreement is set up with resellers and some lots are specific to named vendors. It is therefore recommended that institutions carry out a full market assessment to identify the most appropriate vendor product to meet the specific needs of the institution. Institutions can then run a competition with all resellers under the lot and specify the named vendor and product requirements.
- 2) Alternatively, institutions can run a competition where they do not know the vendor or product best suited to meet their needs. In this case, descriptions should give reference to the characteristics and outputs of the product or service required. Where no other description is possible and therefore brands or a brand specific description is to be used, institutions should qualify this by adding the words 'or equivalent'.
- 3) It is highly recommended that an 'output-based' specification is used wherever possible to clearly define requirements. For example, if you were issuing an ITQ for a PC, you could state the required memory size, processor speed, hard drive capacity for example. This enables suppliers to quote for provision of goods/services that meet your minimum requirements and does not unfairly eliminate a supplier that cannot supply the exact brand/manufacturer of goods specified. This can also reduce the risk of unnecessarily over-specifying your requirement.
- 4) Lot 4 is for the supply of 'other' miscellaneous software products, which are not available via the other lots and where a specific vendor is stated. This lot is open to a number of different vendors via the resellers and details of these can be found in the separate document titled SLRA Lot 4 Agreement Pricing. However, as resellers are setting up new vendor contracts on a regular basis it is recommended that institutions run competitions with all resellers under the lot.

The ITQ must state the weightings to be applied to the evaluation, and the evaluation methodology to be used. In line with this framework agreement, the following criteria should be used, no additional technical criteria can be added but sub-criteria can be introduced but must be relevant to the requirements. However, **the** weighting of the criteria can be amended depending on importance to the requirement and in line with the tender documentation.

<b>Award Criteria Lots 1-4</b>	<b>Weighting</b>
<b>Technical Criteria</b>	<b>25%</b>
Contract Management and MI Data	5%
Performance	10%
General Management and PO & Invoicing	10%
<b>Commercial</b>	<b>75%</b>
<b>Total</b>	<b>100%</b>

<b>Award Criteria Lot 5 Only</b>	<b>Weighting</b>
<b>Technical Criteria</b>	<b>40%</b>
Contract Management and MI Data	5%

Performance	10%
General Management and PO & Invoicing	10%
Service Provision	15%
<b>Commercial</b>	<b>60%</b>
<b>Total</b>	<b>100%</b>

It is important that questions which have already been asked in the original ITT are not re-evaluated at further-competition stage. The evaluation criteria, and weighting applied to each, must be stated to suppliers when inviting them to quote. For a full break down of questions asked at ITT stage please see Appendix C Section 3 - Tender Questions and Evaluation Criteria in the ITT.

Examples of questions that can be asked during a further-competition are;

- 1) Seeking confirmation that the specific products with the required specification can be supplied
- 2) Confirmation of product lead time if requirements differ from the standard included in the main framework
- 3) Details of how multi-delivery drops will be handled specific to a particular institution

## Step 2 – Issue Further-Competition Documents

The ITQ must be issued to all suppliers on the applicable lot on the framework agreement at the same time via your preferred tendering system, where applicable. It is extremely important that all suppliers are treated equally.

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

Please Note:

- The Terms and Conditions of the framework agreement cannot be altered; however, the call-off terms (governing the relationship between the supplier and member institution) can be amended. Due consideration should be given to ensure these amendments meet your own requirements for EU compliance.
- Suppliers who are not on the framework agreement must not under any circumstances be included in the mini-competition.
- Where there are multiple lots, suppliers can only be selected for the lot in question. Suppliers must not be selected from multiple lots.

## Step 3 - Evaluate responses and select supplier

Responses must be evaluated on the basis of Most Economically Advantageous Tender (MEAT) using the previously stated award criteria.

If you would like any further clarification on the process, please contact the Contract Manager Tammie Purdue. Contact details are available [at the start of this document](#).

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

Once the evaluation stage is completed, the call-off contract can be awarded. All Suppliers must be notified of the outcome of the further-competition.

***Note: A standstill period is not mandatory but you may still wish to observe this to give suppliers the opportunity to review their feedback. Please note, that it greatly assists suppliers if you can give them information on the relative merits of their bid in comparison to the winning bidder.***

## **11. What are the Standard Terms and Conditions?**

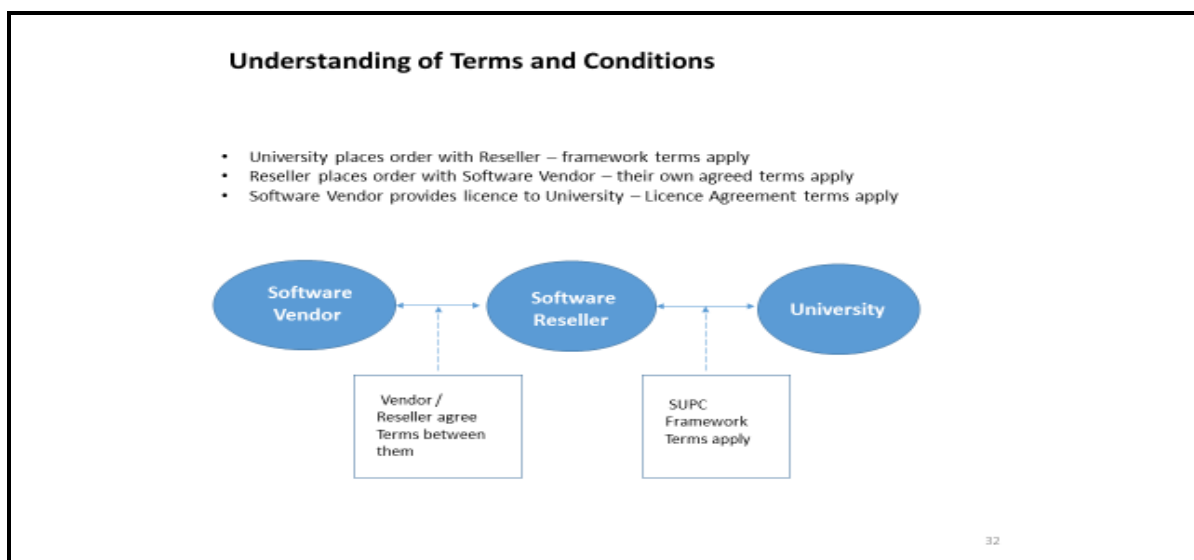
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SUPC has overarching Terms and Conditions that govern the framework agreement, and separate call-off contract terms which have been agreed as part of the award of the framework agreement. The framework terms govern the relationship between the contracting authority (SUPC) and the supplier, and can only be changed by the contracting authority, in this case SUPC.

The call-off terms, which govern the relationship between the institution and the supplier can be amended; however, due consideration should be given to ensure these amendments meet your own requirements for EU compliance.

Please refer to the Terms and Conditions found on HE Contracts Database.

Due to the nature of this agreement and working directly with Resellers rather than the Original Software Vendor (OSV) the use of terms and conditions and which apply under each circumstance can be confusing. The following diagram details what terms and conditions apply in each circumstance:



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

Where applicable, Commercial Terms are capped on the framework agreement and will be the maximum that can be charged on a call-off contract. This capped pricing may be reduced at the time of further-competition.

SUPC will advise any such change in pricing via HE Contracts Database and can be obtained from Tammie Purdue Contract Manager. Contact details are available [at the start of this document](#).

*The Supplier shall not increase prices in relation to all Supplies provided to Member Institutions under the terms of the Contract, unless an application is submitted and in any case not within the first 12 months of the Agreement commencement. Each subsequent year's prices will also be held for 12 months.*

*Standard payment terms are 30 days from receipt of a valid invoice.*

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

A call-off contract or a Purchase Order should be issued to the relevant supplier for each order to be placed. Order frequencies can be daily, weekly, or as otherwise agreed with the supplier in line with your preferences and needs. Institutions should have contacted the supplier to finalise the request.

Purchase Order's should detail, as a minimum:

- Text that states "This Purchase Order forms a call-off contract from the framework agreement for the Software License Resellers (Reference 2016/05)
- Name and address of the institution for invoice purposes
- Description and Product Code (where applicable)
- Quantity of products required (if applicable)
- Deliverables and timescales
- Details of the Premises to which the requirements and deliverables are to be supplied

- The charges including any discounts (as contained in the discount structure)
- Invoicing arrangements and settlement terms

### 13. How Will the Supplier’s Performance be Measured?

SUPC will contract manage and monitor the performance of the suppliers on the framework agreement throughout the duration of the framework agreement and will use the following agreed Key Performance Indicators (KPI’s) as a benchmark for management information reporting. It is intended that this list will be developed throughout the lifetime of the framework agreement as it evolves and will be reviewed annually (as a minimum) in consultations with the supplier(s) and the local stakeholder groups.

The Contract Manager will:

- Undertake regular contract review meetings
- Liaise with institutions and local stakeholder groups to gain feedback on supplier performance
- Review and manage contract uptake
- Monitor management information spend and reporting
- Monitor savings performance
- Manage the following KPI’s

Number	Definition	Target	Consequence of not meeting target
*KPI 1	% Market Share of Lot	Year 1 – 5%** Year 2 – 10%	Agree 6 month improvement plan, subject to outcome, supplier may be suspended from the Framework Agreement
KPI 2	Expenditure Growth over 12 month period	Year 1 – N/A Year 2 – 10%	
KPI 3	Number of Institutions transacted under Framework with each supplier	Year 1 – Minimum of 10 Year 2 – Minimum of 15 Or increase of x %	
MI 1	Number of Further Competition Invitations / RFQs received	Data to be submitted quarterly by the 15 <sup>th</sup> of the month following quarter end	TBA
MI 2	Number of Further Competitions for which a bid was submitted. (Explanation required where no bid submitted)		TBA
MI 3	Number of Further Competitions won		TBA



MI 4	Expenditure Information submitted in requested format		TBA
MI 5	Of the expenditure reported, the % for each Reseller (if applicable)		TBA

\* KPI1 ETLA agreements are excluded from this KPI

\*\*KPI2 adherence to this may be relaxed for new suppliers to the market and to this framework for year 1

Please ensure you feedback any supplier performance issues to the contract manager.

## 14. What is SUPC?

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Southern Universities Purchasing Consortium (SUPC) is a membership-based buying organisation for universities and further education colleges that develops and manages framework agreements. Our members have access to a wide range of professionally tendered, EU-compliant agreements. By using our agreements, members can purchase competitively priced goods and services across a variety of commodity areas. These agreements can save members both time and money.

SUPC is one of the six regional University Purchasing Consortia in the UK which together form the United Kingdom University Purchasing Consortia (UKUPC) group. SUPC is also a member of Procurement England Ltd a partnership supporting collaborative procurement in England.

More information about SUPC can be found at: <http://www.supc.ac.uk/>

## 15. Frequently Asked Questions

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**Q:** A supplier isn't listed on the framework agreement; can I invite them to quote / mini-competition?

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

**Q:** Can I invite suppliers from multiple framework agreements to quote / further-competition?

**A:** *No; you must only invite the suppliers who have been appointed to the framework agreement for the lot you wish to call-off against.*

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

**A:** *No; you must invite all the suppliers who have been appointed to the framework agreement for the lot you wish to call-off against. Any issues must be raised with the contract manager or via the contract uptake website; however, the Public Contract Regulations 2015 do allow for past performance to be considered.*

**Q:** Can you ask for references or evidence of a supplier's relevant experience?

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

**Q:** When setting up a call-off Contract from a framework agreement does the contract have to expire on or before the framework agreement expires?

**A:** *No: The call-off contract has to be awarded before the framework agreement expires, but it can be for any length (ideally no more 4 years) and the expiry date does not have to be concurrent with the expiry date of the framework agreement.*

**Q:** Can you combine suppliers from different service lots or geographical lots from the framework agreement when inviting participants to a further-competition?

**A:** *No: You can only invite suppliers appointed to the specific geographical or service lot you are calling off against. Where a combined requirement is expected against a range of service lots, a 'one-stop' lot may have been created and this should be utilised.*

**Q:** Can I select any supplier I want from the framework agreement and purchase from them directly?

**A:** *You can only purchase directly from a supplier if the framework agreement has been set up with pre-defined call-off criteria, otherwise you must go through the ranking process or a further-competition as set up in the framework agreement.*

## 16. Glossary

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### **Buyer's Guide**

A document produced by SUPC (or other contracting authority) which provides an overview of the agreement that has been let and guidance on how Institutions can access and use the agreement.

### **Call-Off Contract**

The call-off contract is the legally binding contract between the institution and the framework agreement supplier which defines the goods/services to be provided.

### **Framework Agreement**

A framework agreement can be described as a general term for legally binding agreements with providers which set out terms and conditions under which specific purchases (call-off) can be made throughout the term of the agreement.

### **Further-Competition**

A further-competition or mini-competition are terms used to describe one of the processes for selecting a supplier on a framework agreement to place a call-off contract with. The terms 'further-competition' and 'mini-competition' are used interchangeably, and within this document, we refer to 'further-competition'.

### **Lot**

A discrete sub-division of the authority's requirements. These sub-divisions can be based on region, technical / service requirement or any other relevant criteria

### **OJEU Notice**

Advertisement issued in the Official Journal of the European Union in respect of this framework agreement.

### **Supplier**

The successful tenderer(s) who will be party to the framework agreement with responsibility for supplying the goods and/or services.