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**United Kingdom-Didcot: Publishing services
2015/S 243-441831**

Contract notice

Services

Directive 2004/18/EC

Section I: Contracting authority

I.1) Name, addresses and contact point(s)

Jisc Services Ltd
Lumen House, Library Avenue
For the attention of: Procurement Co-ordinator
OX11 0SG Didcot
UNITED KINGDOM
Telephone: +44 1235822341
E-mail: procurement@ja.net
Fax: +44 1235822286

Internet address(es):

General address of the contracting authority: www.jisc.ac.uk
Electronic access to information: <https://tenders.jisc.ac.uk>
Electronic submission of tenders and requests to participate: <https://tenders.jisc.ac.uk>

Further information can be obtained from: The above mentioned contact point(s)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from: The above mentioned contact point(s)

Tenders or requests to participate must be sent to: The above mentioned contact point(s)

I.2) Type of the contracting authority

Other: national education and research network provider

I.3) Main activity

Education

I.4) Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities: yes
As per section II.2.1)

Section II: Object of the contract

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority:

The Digital Library Framework Agreement for Subscription-based Online Resources for Public Libraries in England Phase 3.

II.1.2) Type of contract and location of works, place of delivery or of performance

Services
Service category No 15: Publishing and printing services on a fee or contract basis
NUTS code UKJ14

- II.1.3) **Information about a public contract, a framework agreement or a dynamic purchasing system (DPS)**
The notice involves the establishment of a framework agreement
- II.1.4) **Information on framework agreement**
Framework agreement with several operators
maximum number of participants to the framework agreement envisaged: 40
Duration of the framework agreement
Duration in months: 48
Estimated total value of purchases for the entire duration of the framework agreement
Estimated value excluding VAT:
Range: between 7 000 000 and 14 000 000 GBP
- II.1.5) **Short description of the contract or purchase(s)**
Jisc Services Ltd is inviting tenders for the multiple supplier 'Digital Library' framework agreement for subscription-based online resources for public libraries in England. The online resources, whether content or services, are expected to be commercially produced products. Jisc Services Ltd has been appointed by the Society of Chief Librarians to issue and process this invitation to tender on behalf of the 151 public library authorities in England.
Jisc Services Ltds will accept a maximum of 40 suppliers on to this Framework.
The Framework will be for an initial term of 24 months with an option to extend for a further 24 months.
- II.1.6) **Common procurement vocabulary (CPV)**
79970000, 64216200
- II.1.7) **Information about Government Procurement Agreement (GPA)**
The contract is covered by the Government Procurement Agreement (GPA): yes
- II.1.8) **Lots**
This contract is divided into lots: no
- II.1.9) **Information about variants**
Variants will be accepted: no
- II.2) **Quantity or scope of the contract**
- II.2.1) **Total quantity or scope:**
Jisc Services Ltd is seeking to implement a third phase of the framework agreement for an initial period of 24 months, from 1.4.2016 to 31.3.2018, with an option to extend for a further two year period, from 1.4.2018 to 31.3.2020.
There are 151 English Public Library Authorities eligible to purchase via the framework. These range in size from small unitary Authorities with fewer than 10 access points to large county Authorities with over 100 access points and are listed below:
Barking and Dagenham;
Barnet;
Barnsley;
Bath and North East Somerset;
Bedford;
Bexley;
Birmingham;
Blackburn with Darwen;
Blackpool;
Bolton;

Bournemouth;
Bracknell Forest;
Bradford;
Brent;
Brighton and Hove;
Bristol;
Bromley;
Buckinghamshire;
Bury;
Calderdale;
Cambridgeshire;
Camden;
Central Bedfordshire;
Cheshire East;
Cheshire West and Chester;
City of London;
Cornwall;
Coventry;
Croydon;
Cumbria;
Darlington;
Derby;
Derbyshire;
Devon;
Doncaster;
Dorset;
Dudley;
Ealing;
East Riding of Yorkshire;
East Sussex;
Enfield;
Essex;
Gateshead;
Gloucestershire;
Greenwich;
Hackney;
Halton;
Hammersmith and Fulham;
Hampshire;
Haringey;
Harrow;
Hartlepool;
Havering;
Herefordshire;
Hertfordshire;

Hillingdon;
Hounslow;
Isle of Wight;
Isles of Scilly;
Islington;
Kensington and Chelsea;
Kent;
Kingston upon Hull;
Kingston upon Thames;
Kirklees;
Knowsley;
Lambeth;
Lancashire;
Leeds;
Leicester;
Leicestershire;
Lewisham;
Lincolnshire;
Liverpool;
Luton;
Manchester;
Medway;
Merton;
Middlesbrough;
Milton Keynes;
Newcastle upon Tyne;
Newham;
Norfolk;
North East Lincolnshire;
North Lincolnshire;
North Somerset;
North Tyneside;
North Yorkshire;
Northamptonshire;
Northumberland;
Nottingham;
Nottinghamshire;
Oldham;
Oxfordshire;
Peterborough;
Plymouth;
Poole;
Portsmouth;
Reading;
Redbridge;

Redcar and Cleveland;
Richmond upon Thames;
Rochdale;
Rotherham;
Rutland;
Salford;
Sandwell;
Sefton;
Sheffield;
Shropshire;
Slough;
Solihull;
Somerset;
South Gloucestershire;
South Tyneside;
Southampton;
Southend-on-Sea;
Southwark;
St. Helens;
Staffordshire;
Stockport;
Stockton-on-Tees;
Stoke-on-Trent;
Suffolk;
Sunderland;
Surrey;
Sutton;
Swindon;
Tameside;
Telford and Wrekin;
Thurrock;
Torbay;
Tower Hamlets;
Trafford;
Wakefield;
Walsall;
Waltham Forest;
Wandsworth;
Warrington;
Warwickshire;
West Berkshire;
West Sussex;
Westminster;
Wigan;
Wiltshire;

Windsor and Maidenhead;
Wirral;
Wokingham;
Wolverhampton;
Worcestershire;
York.

Estimated value excluding VAT:
Range: between 7 000 000 and 14 000 000 GBP

II.2.2) Information about options

Options: yes

Description of these options: There will be the option to extend this contract after the initial 24 month term. The optional extension will be for a further 24 months.

Provisional timetable for recourse to these options:
in months: 24 (from the award of the contract)

II.2.3) Information about renewals

This contract is subject to renewal: no

II.3) Duration of the contract or time limit for completion

Duration in months: 48 (from the award of the contract)

Section III: Legal, economic, financial and technical information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required:

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

III.1.4) Other particular conditions

The performance of the contract is subject to particular conditions: no

III.2) Conditions for participation

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

Information and formalities necessary for evaluating if the requirements are met: Grounds for mandatory rejection as set out in Regulation 57(1) of the Public Contracts Regulations 2015:

(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime (c);

(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e) where the offence relates to active corruption;

(c) the offence of bribery, where the offence relates to active corruption;

(d) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

- (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 - (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 - (e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 - (f) any offence listed:
 - (i) in section 41 of the Counter Terrorism Act 2008(a); or
 - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
 - (g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);
 - (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002(c);
 - (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);
 - (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f);
 - (k) an offence under section 59A of the Sexual Offences Act 2003(g);
 - (l) an offence under section 71 of the Coroners and Justice Act 2009(h);
 - (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); or
 - (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive:
 - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland
- Grounds for discretionary rejection as set out in regulation 57(8) of the Public Contracts Regulations:
- (a) is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
 - (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;
 - (c) has been convicted by a judgement which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
 - (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
 - (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;

(f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;

(g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

(h) where the economic operator has

(i). undertaken to:

(aa) unduly influence the decision-making process of the contracting authority, or

(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or

(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

III.2.2) **Economic and financial ability**

Information and formalities necessary for evaluating if the requirements are met: The supplier shall provide evidence of financial and economic standing, as specified in Article 58 of the Public Contracts Regulations 2015.

III.2.3) **Technical capacity**

III.2.4) **Information about reserved contracts**

III.3) **Conditions specific to services contracts**

III.3.1) **Information about a particular profession**

Execution of the service is reserved to a particular profession: no

III.3.2) **Staff responsible for the execution of the service**

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: no

Section IV: Procedure

IV.1) **Type of procedure**

IV.1.1) **Type of procedure**

Open

IV.1.2) **Limitations on the number of operators who will be invited to tender or to participate**

IV.1.3) **Reduction of the number of operators during the negotiation or dialogue**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated no

IV.2) **Award criteria**

IV.2.1) **Award criteria**

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2) **Information about electronic auction**

An electronic auction will be used: no

IV.3) **Administrative information**

IV.3.1) **File reference number attributed by the contracting authority:**

- IV.3.2) **Previous publication(s) concerning the same contract**
no
- IV.3.3) **Conditions for obtaining specifications and additional documents or descriptive document**
Time limit for receipt of requests for documents or for accessing documents: 20.1.2016 - 17:00
Payable documents: no
- IV.3.4) **Time limit for receipt of tenders or requests to participate**
21.1.2016 - 12:00
- IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates**
- IV.3.6) **Language(s) in which tenders or requests to participate may be drawn up**
English.
- IV.3.7) **Minimum time frame during which the tenderer must maintain the tender**
Duration in months: 6 (from the date stated for receipt of tender)
- IV.3.8) **Conditions for opening of tenders**
Date: 21.1.2016 - 12:00
Persons authorised to be present at the opening of tenders: no

Section VI: Complementary information

- VI.1) **Information about recurrence**
This is a recurrent procurement: no
- VI.2) **Information about European Union funds**
The contract is related to a project and/or programme financed by European Union funds: no
- VI.3) **Additional information**
Each interested supplier is required to register its intention to submit a response to the OR via the Janet e-tendering opportunities portal at <https://tenders.jisc.ac.uk>
- VI.4) **Procedures for appeal**
- VI.4.1) **Body responsible for appeal procedures**
- VI.4.2) **Lodging of appeals**
- VI.4.3) **Service from which information about the lodging of appeals may be obtained**
- VI.5) **Date of dispatch of this notice:**
11.12.2015