



Printing and Mailing Services Prequalification Documentation & Questionnaire

This document and the information it contains are provided solely for the purpose of allowing potential suppliers to provide a response to the prequalification questionnaire for the services being procured. It is issued under the Restricted Procedure of the EU Procurement Services Directive

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Suppliers wishing to submit a response to this prequalification questionnaire must register their intent with JANET(UK) before submitting the proposal. JANET(UK) will not accept proposals from suppliers who have not registered according to the procedure described in this document. JANET(UK) will not accept any registrations after Friday 11th July 2008

Authorised by:	Name: Shirley Wood Position: Head of Communications and Support	Signature: Date:
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1 Introduction

JANET(UK) wishes to enter into a contract for the provision of printing and mailing services. This document describes the process that initiates the first stage of the procurement.

The procurement will be managed according to the restricted procedure as specified by the European Procurement Services Directive, 2004/18/EC, and this document is an integral part of the restricted procurement announced by JANET(UK) in the Supplement to the Official Journal of the European Union (OJEU).

If you wish to be short listed for participation in the remainder of the procurement and subsequent invitation to submit an Operational Requirement response, then the appended questionnaire must be completed and submitted in accordance with the instructions in this document.

2 Background

JANET(UK) is the trading name of The JNT Association, a not-for profit medium sized company. JANET(UK) is publicly funded, with the primary aim of providing and developing a network infrastructure that meets the needs of the UK education and research communities. The company manages the operation and development of JANET, the UK's education and research network, which connects the UK's education and research organisations to each other, and to the rest of the world through links to the global Internet. The company has offices near Harwell (Oxfordshire) and in London.

JANET provides services to all Higher Education Institutions, Further Education and Specialist Colleges and Research Council establishments in the UK. JANET also provides services to many Local Authority education networks, in support of ICT provision in schools and in adult and community learning. JANET is an IP based network with more than 1,000 direct connections available to a community of 18 million users.

An outline of the requirement is set out at Section 3 of this document. Section 4 provides an overview of the contract required by JANET(UK). The questionnaire itself is attached as Annex A. The questions relate to the background of your organisation and your experience of providing services similar to those envisaged for this contract. Annex B contains a declaration which must be signed and returned with the questionnaire.

3 Requirement

The company requires prospective suppliers who are able to provide printing and mailing services for a variety of publications and accept files in pdf format. The publications vary in size and format but as a representative sample would include (but not be limited to):

A quarterly newsletter, 16 pages, A4, full colour, 5000 copies.
A Technical Guide, 80 pages, A4, full colour cover, bw internal pages, 2000 copies
Fold out venue maps, full colour, 500 copies
Annual report, 24 pages, A4, full colour, 2000 copies
Business cards
Stationary

Examples of some of the above and other publications can be viewed at:

<http://www.ja.net/services/publications/index.html>

The prospective suppliers must be able to manage both the printing and distribution of our publications (it is acceptable to outsource mailings to 3rd parties but the prospective supplier must be willing to sign a mailing agreement with the JNT Association (see Annex C).

Paper stock requirements will be a mixture of recycled and non-recycled depending on the publication.

4 Contractual issues

The contract will be with The JNT Association, trading as JANET(UK)
JANET(UK) wishes to establish up to six call off contracts to provide printing and distribution of publications for JANET(UK).

Once the contracts are established, JANET(UK) can invoke the contracts by inviting selected suppliers to offer a quotation for the printing and distribution of a particular publication. The quotations will be reviewed and an order placed with one of the suppliers. Only suppliers with call off contracts will be invited to submit quotations and receive orders for printing and distribution of publications from JANET(UK).

JANET(UK) can offer no guarantee of business to any individual supplier with a call off contract and cannot reliably predict the exact type or number of publications that will be printed over the contract term. However, the current spend on printing and distribution of publications over a three year period is in the order £250,000. JANET(UK) anticipates that this level of spend will continue for the next three years.

The contracts will be for an initial term of three years with the option for JANET(UK) to extend for a further two years.

5 Evaluation process

This process will involve the evaluation of completed prequalification questionnaires against set criteria. These criteria are set out below.

The criteria are grouped into **three** bands. Each potential supplier's answers to the questions asked in Annex B will be used to evaluate items within band 1 and the supplier's answers to the questions asked in Annex A, section B will be used to

evaluate items within band 2. Any potential supplier whose answers to questions within these two bands are not satisfactory to JANET(UK) will be excluded from the shortlist at this stage.

Answers to the questions in section C will then be used to evaluate the items within band 3. These answers have equal weighting in this evaluation.

Band 1

1. No criminal record (article 45 item 1(a), 1(b), 1(c), 1(d)) - criminal organisation, guilty of corruption, fraud, money laundering (personal situation of the candidate or tenderer).
2. Is bankrupt or is currently being placed into administration (article 45, item 2(a) and 2(b)).
3. Made no serious misrepresentation in supplying information article 45, item 2(g)).

Band 2

4. Economic and financial standing (article 47) as answered in section B of the questionnaire.

Band 3

5. Technical and professional ability (article 48) as answered in section C1 – C4 of the questionnaire.

Providing that there are a sufficient number of competent candidates, JANET(UK) will shortlist between a minimum of **six** and a maximum of **twelve** potential suppliers to receive the Operational Requirement document.

6 Instructions for the completion of the questionnaire

In this section, instructions are given for completion and submission of the prequalification questionnaire to be found in Annex A and the declaration to be found in Annex B.

6.1 Registration

Each potential supplier is required to register its intention to submit a response to the prequalification questionnaire.

Each potential supplier must register on the JANET(UK) e-tendering opportunities portal at <https://tenders.ja.net>. Each potential supplier must register as a system user if it is a first time user of the JANET(UK) portal, which is a one-off activity. Once accepted by JANET(UK), each supplier will receive a username and password that should be used for all future accesses to the system. The only circumstance in which JANET(UK) will reject a supplier is if it attempts a duplicate registration. Please note that this first time registration is not a registration for a particular contract, it is only the registration of the user on the JANET(UK) portal. When the username and password are received, the supplier must log in and then register its interest in a specific contract. It is recommended that a generic mailbox (such as sales@supplier)

is set up, so that information from the system can be sent to more than one representative at the company.

6.2 Electronic copy

An electronic copy of this prequalification questionnaire is available to download from the JANET(UK) e-tendering opportunities portal at <https://tenders.ja.net>. Information about the procurement is available on the JANET(UK) procurement pages at <http://www.ja.net/company/invitations-to-tender/index.html>

6.3 Clarifications to the questionnaire

Each registrant will be provided with clarifications of JANET(UK) requirements in accordance with the European Directive.

Registrants should raise any issues of clarification via the JANET(UK) e-tendering opportunities portal at <https://tenders.ja.net>. Where issues of clarification arise which are relevant to more than one candidate, each registrant will be notified via the JANET(UK) portal. Any clarification request should be submitted by no later than the date given in the timetable in section 7 as JANET(UK) cannot guarantee to answer any requests submitted after this date.

6.4 Delivery of questionnaire response

Registrants must download the procurement documents from the JANET(UK) portal to their local system, complete them, and then upload them back to the system (it is not possible to fill in the documents online) by the time and date specified in section 7.

The documents must be provided in PDF format with the exception of spreadsheets that should be provided in Excel 97 or 2000. Any non-standard fonts used in submissions must be embedded in the document. The signed declaration must also be included in the submission.

Please do not try to upload documents very close to the closing time of the procurement, because the tender boxes will be locked at 12:01 and any documents that are part way through being uploaded will be rejected.

A detailed supplier user guide on how to use the new JANET(UK) e-tendering opportunities portal can be downloaded from our website at <http://www.ja.net/company/invitations-to-tender/index.html>.

A response submitted after the deadline will not be considered.

7 Indicative timetable

Activity	Date
Notice of procurement in the EU journal	9 th June 2008
Close of registration to take part in the procurement process	Noon on 11 th July 2008
Final date for clarifications	8 th July 2008
Prequalification questionnaire returns by:	Noon on Tuesday 15th July 2008
Complete review of responses and shortlist suppliers and issue OR	30 th July 2008
Final date for clarifications	1 st September 2008
OR returns by	Noon on Monday 8th September 2008
Selection of preferred suppliers	26 th September 2008
Contracts placed with the preferred suppliers	31 st October 2008

JANET(UK) reserves the right to vary this timetable if the need arises, within the constraints of the European Directive.

Responses to the prequalification questionnaire will be expected to remain valid for six months after submission.

Prequalification Questionnaire

A. BASIC INFORMATION ABOUT YOUR ORGANISATION

A.1 Name of Organisation:

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A.2 Address to which correspondence should be sent:

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A.3 Name of person applying on behalf of organisation:

Name :	
Position :	

Contact Details:

Tel No :		Fax No :	
E-mail Address :			

A.4 Registered address of organisation (if different from A.2):

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A.5 Status of Organisation (tick as appropriate):

Sole Trader		Partnership	
Private Limited Company		Public Limited Company	
Other (please specify)			

A.6 Date Incorporated:

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A.7 Is your organisation an affiliate or subsidiary of another organisation or holding organisation? If yes, please provide details.

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A.8 What is the current total number of personnel regularly and permanently employed by your organisation?

B. ECONOMIC AND FINANCIAL STANDING

B.1 What was your organisation's turnover in the last two years (if this period applies)?

Turnover	Year Ended	Turnover	Year Ended
£		£	

B.2 What was your organisation's net profit (or loss) after tax in the last two years (if this period applies)?

Net Profit (Loss)	Year Ended	Net Profit (Loss)	Year Ended
£		£	

B.3 **If asked**, would you be able to provide **at least one** of the following? (delete as applicable)

A copy of your organisation's most recent audited accounts (for the last two years if this period applies)	Yes/No
A statement of your turnover, profit and loss account and cash flow for the most recent year of trading	Yes/No
A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position	Yes/No

C. CAPABILITY AND CAPACITY

C.1 Using the table below, please provide details of a maximum of six contracts awarded to your organisation by clients during the last three years for similar work to that to which this procurement relates.

Customer Name and Address	Date of Contract Award and Duration	Contract Value	Description of work/goods provided

C.2 Please provide no more than 3 different samples (one of each) of publications that you have printed. Samples should be posted to Lumen House:

Procurement Co-ordinator JANET(UK) Lumen House Harwell Science and Innovation Campus Didcot Oxon OX11 0SG	Telephone: +44 (0)1235 822 341 Fax:: +44 (0)1235 822 286 E-mail: Procurement@ja.net
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C.3 Please confirm that you are able to produce the documents in Annex D.

Document 1	Yes	No
Document 2	Yes	No
Document 3	Yes	No

C.4 How does your organisation ensure a consistent, high quality service to clients?

Annex B

In this certificate, any reference to person or persons shall mean and include businesses, associations or corporations and any reference to arrangements or agreements shall mean any and all transactions, formal or informal, lawful or otherwise.

I / We certify that:

1. we have not been convicted of nor are currently under investigation for any acts of conspiracy, corruption, bribery, fraud, money laundering, such acts as defined by the relevant UK law, nor any other offence within the meaning of Article 45(1) of the Public Sector Directive;
2. we are not bankrupt nor have had a receiving order or administration order or bankruptcy restrictions order made against us nor are in the process of or about to commence any composition or arrangement with or for the benefit of our creditors or, if registered as a partnership under Scots law have not been granted a trust deed or are subject of a petition for sequestration of our estate;
3. we have not been, nor are about to be, the subject of a resolution or order for winding up, nor have we had a receiver, manager or administrator appointed over us;
4. we have not been convicted of a criminal offence relating to the conduct of our business or (being an individual) not been guilty of grave misconduct in the course of our business;
5. we have fulfilled our obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which we are established and/or the United Kingdom;
6. we have not been found guilty of serious misrepresentation in providing any information under Regulation 23 of the Public Contract Regulations 2006;
7. we have not suffered a deduction for liquidated or ascertained damages in respect of any contract nor had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years;
8. none of the senior personnel of the organisation has been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt;
9. we comply with the requirements of the Race Relations Act 1976, the Sex Discrimination Act 1975, the Equal Pay Act 1970 and the Disability Discrimination Act 1995.
10. we confirm that we are willing to sign a Mailing Agreement with the JNT Association (see Annex C)

I / We confirm and attest that the foregoing information and declarations are accurate to the best of my/our knowledge and that I /we acknowledge and accept that any false information could result in our application being rejected, or, in the event that any false declaration is discovered after the award of any contract, may lead to the rescission of any contract awarded.

Dated.....

Signature.....

Name (printed).....

Capacity / Title..... For and on behalf of

1.1 MAILING AGREEMENT

THIS AGREEMENT dated _____ [2008] is made **BETWEEN**:

- (1) **THE JNT ASSOCIATION**, trading as JANET(UK), a company limited by guarantee whose registered office is at Lumen House, Library Avenue, Harwell Science and Innovation Campus, Oxfordshire OX11 0SG ("JANET(UK)") and
- (2) *[Insert name of mailing house]* **[LIMITED]** whose registered office is at *[Insert address of registered office]* ("the Company")

BACKGROUND

JANET(UK) wishes to engage the Company to carry out one or more mail shots for JANET(UK). This will involve the Company processing personal data for JANET(UK). The parties are entering into this agreement in order to comply with the Seventh Data Protection Principle and to safeguard the security of the information supplied by JANET(UK) to the Company.

AGREEMENT

1. Definitions and Interpretation

1.1 In this Agreement:

- 1.1.1 "the Confidential Information" means any and all information relating to any now existing or future clients, customers, prospects or partners of JANET(UK) acquired by the Company, the names and addresses of Recipients, and any and all information compiled from any of that information;

- 1.1.2 "the Authorised Purpose" [means the Company's direct mailing of material on behalf of JANET(UK);]
- 1.1.3 "the DPA" means the Data Protection Act 1998, as amended or re-enacted from time to time; and
- 1.1.4 "a Recipient". means a person to whom a mailing is to be addressed.
- 1.2 The definitions set out in the DPA apply to words and terms appearing in this agreement with an initial capital letter, unless they are defined in clause 1.1 above.
2. **Mailing** [*Note: Wording of clause 2 will depend on commercial terms agreed with Company.*]
- 2.1 JANET(UK) will provide the Company with [the names and addresses of the Recipients] OR [a self-adhesive address label for each of the Recipients], the content to be mailed to the Recipients and the envelopes for that mailing. [*Amend to reflect what is actually happening.*]
- 2.2 The Company will [insert the content into the envelopes, affix the address labels to the envelopes, and send the filled envelopes to the Recipients by [first class] post within [X] days after JANET(UK) has provided the information and materials under clause 2.1 above to the Company]. [*Amend to reflect what is actually happening.*]
- 2.3 [The Company will bear the cost of postage, but will be entitled to reimbursement from JANET(UK) under clause 2.4 below]. [*Amend to reflect what is actually happening.*]
- 2.4 The Company will invoice JANET(UK) for carrying out the mail shot at the times and at the rates set out in the Schedule to this Agreement[, together with the actual costs incurred by the Company in posting the mail shot]. JANET(UK) will pay the Company's correct invoice within [30] days after its approval by JANET(UK). [*Amend to reflect what is actually happening.*]
3. **Confidentiality**

- 3.1 Except insofar as is strictly necessary to carry out the Authorised Purpose, the Company will not disclose any of the Confidential Information to any third party, and will use its best endeavours to prevent the unauthorised publication or disclosure of the Confidential Information.
- 3.2 The Company will not divulge the Confidential Information to any of its employees, staff or officers unless it is necessary to do so for the Authorised Purpose.
- 3.3 The Company will not use the Confidential Information for any purpose except the Authorised Purpose and will make only those copies of the Confidential Information that are necessary for that purpose.
- 3.4 The Company will return to JANET(UK) on demand, or dispose of in accordance with JANET(UK)'s instructions from time to time, all media containing the Confidential Information, and all documents prepared by or for the Company that incorporate any of, or are derived from, the Confidential Information.
- 3.5 The Company will keep all records of the Confidential Information separate from its own records and from those of third parties, and on its own premises, and will put in place and maintain all security measures necessary to safeguard the Confidential Information from unauthorised access, use and disclosure.
- 3.6 The Company will not obtain, nor attempt to obtain, any financial advantage (direct or indirect) from any of the Confidential Information.
- 3.7 The foregoing obligations do not extend to any information or documents which are already public knowledge, or which become so at a future date, (unless because of any unauthorised disclosure by the Company, its employees, officers or anyone having access to the Confidential Information through the Company).
- 3.8 If the Company is required to disclose any of the Confidential Information by order of any court of competent jurisdiction, it may do so provided it immediately notifies JANET(UK) of the terms of the court order and the Company discloses no more than it is obliged to disclose to comply with that order.

- 3.9 All media containing any of the Confidential Information is the property of JANET(UK).
- 3.10 The term "information" includes information and data acquired, transmitted, stored or recorded in any form (including orally); and the term "document" means any eye-readable or electronic record.
4. **Data Protection**
- The Company will comply with the following in relation to any Personal Data that it Processes on behalf of JANET(UK):
- 4.1 it will Process Personal Data in accordance with the Data Protection Principles under the DPA, affording to Data Subjects the same rights and protections as they would have were their Personal Data to be Processed by JANET(UK);
- 4.2 it will Process Personal Data only in accordance with JANET(UK)'s instructions from time to time, and will take all technical and organisational measures that may be necessary to ensure the security of the Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of any of the Personal Data. Without prejudice to the generality of the foregoing, it will keep all Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;
- 4.3 it will give JANET(UK) any information and assistance JANET(UK) may from time to time reasonably require in order to enable JANET(UK) to meet its obligations to Data Subjects, in particular, but not limited to, complying with Data Subjects' requests for access to, information about, and the rectification of their Personal Data;
- 4.4 it will not, without first obtaining JANET(UK)'s express written permission, transfer any Personal Data outside the European Economic Area;
- 4.5 it will notify JANET(UK) immediately should it receive from any Data Subject a request or notice that Personal Data should not be used for the purpose of Direct Marketing; and
- 4.6 it will allow JANET(UK) at all reasonable times to inspect and review the
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steps being taken by the Company to comply with this clause 4, and will give JANET(UK) any assistance JANET(UK) reasonably requires with that inspection and review.

5. Termination

5.1 Either party may terminate this Agreement at any time by giving not less than 30 days' written notice to the other, or immediately on giving written notice to the other if:

5.1.1 the other commits any breach of this agreement and, in the case of a breach that is capable of being remedied, the other has failed, within 30 days after being requested to do so in writing, to remedy that breach; or

5.1.2 the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court makes an order to that effect, or if it ceases or threatens to cease to carry on business.

5.2 Any termination or expiry of this agreement (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision that is expressly, or by implication, intended to come into or to continue in force on or after termination or expiry.

5.3 Clauses 3 and 4 of this agreement will continue in full force and effect indefinitely, despite the completion of the mail shot or the termination of this agreement under clause 5.1 above.

6. General

6.1 The Company will ensure that its employees, staff and officers are aware of and comply with this agreement, [and the Company will indemnify JANET(UK) against all loss and damage which JANET(UK) may sustain or incur as a result of any breach of this agreement].

- 6.2 This agreement will be governed by and is to be construed in accordance with the laws of England and the Company agrees to submit to the non-exclusive jurisdiction of the English courts.
- 6.3 The Company may not sub-contract, assign or transfer any of its rights or obligations under this agreement, or this agreement as a whole, unless it first obtains the written consent of JANET(UK).

Signed on behalf of the Company:

Signed on behalf of JANET(UK

Question C3 Documents

Document 1 JANET DEVELOPMENT PROGRAMME BOOKLET

24 page booklet with 8 stepped tabbed text pages (Not plastabbed)

Total size 148 x 250mm - Stepped from 148 x 250 to 148 x 170mm

Size: 148 x 250 - 20pp + 4pp cover

Cover Silk Art 250gsm

Text - Silk Art 200gsm

Document 2 Folded Map

Quantity: 600 copies

Extent: 2pp + limp cover

Trimmed page size: Text: 450 x 285mm folding down into 90 x 57mm
Cover: 96 x 63mm + 3mm spine

Origination: PDF files for text and cover (separate) to be supplied. You to make plates.

Proofs: Text: You to supply digital colour proofs for approval before printing.

Cover: You to supply digital colour proofs for approval before printing.

Printing: Text: prints 4/4 in 4-colour process on 80gsm matt.

Cover: prints 4/0 in 4-colour process on 350gsm matt + silk coated outer overall only.

Binding: Trim and fold text 8 times to size 90 x 57mm. Crease cover for 3mm spine. Glue in bottom right section of page 2 (Map and floorplan) to inside back cover, leaving at least 3mm clear space at top, bottom and foreedge. Text should not be visible when cover is closed.

Document 3 JANET News

Finished size: 297 x 210 mm (A4) portrait

Extent: 16pp

Materials: Silk 115 gsm

Printing: 4 colour process throughout and sealed

Finishing: folded, saddle stitched 2 wires and trimmed flush

Quantity: 4645

Mailing: address data supplied by ourselves in Excel format. 4245 mailed second class in transparent envelopes with carrier sheets over printed with address data, JANET(UK) return address and printer's PPI. Balance delivered to JANET(UK).