

26 June 2024

**Our Ref: FOI 426**

## **Request**

We received your request on 03 June 2024 for the following information:

- *Suppliers who applied for inclusion on each framework and were successful & not successful at the PQQ & ITT stages*
- *Actual spend on this framework, from the start of the contract to the current date*
- *Start date & duration of framework?*
- *Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?*
- *Is there an extension clause in the framework and, if so, the duration of the extension?*
- *Has a decision been made yet on whether the framework are being either extended or renewed?*
- *Who is the senior officer (outside of procurement) responsible for this contract?*

Your request has been handled under the Freedom of Information Act 2000 (FOIA).

## **Our response**

- Suppliers who applied for inclusion on each framework and were successful & not successful at the PQQ & ITT stages.

*All suppliers that applied to join the framework were successful. A full list is available in the award notice: <https://ted.europa.eu/en/notice/-/detail/322251-2020>*

- Actual spend on this framework, from the start of the contract to the current date.

*£495,000*

- Start date & duration of framework?

*17/06/2020 for 4 years*

- Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?

*A copy has been attached with this response.*

- Is there an extension clause in the framework and, if so, the duration of the extension?

*No*

- Has a decision been made yet on whether the framework are being either extended or renewed?

*No*

- Who is the senior officer (outside of procurement) responsible for this contract?

*N/A*

This concludes our response.

**NORTHERN IRELAND HOUSING EXECUTIVE  
FRAMEWORK REQUIREMENTS V2**

**REF: T1550**

**SUPPLY AND DELIVERY OF PERSONAL  
PROTECTIVE EQUIPMENT (PPE)**

## **1. FRAMEWORK & MINI COMPETITION DETAILS**

- 1.1.** The Framework will have a maximum duration of four years (Framework period).
- 1.2.** All Tenderers who pass the Selection Criteria in the Framework ITT will be appointed a place on to the Framework. Although there is no obligation on suppliers to participate in any mini competitions that may be held, all Framework suppliers will have the option to participate in all mini competitions and offer to supply any or all of the products required subject to meeting the requirements in the Framework documents. The Housing Executive intends, but does not guarantee, to hold mini competitions throughout the duration of the Framework on an ad-hoc basis via email. A deadline for submitting tenders for mini competitions will be included in the email inviting tenders for the mini competition. Tenders received after this deadline will not be evaluated. It is the responsibility of the Tenderer to provide and maintain a valid email address to receive notifications regarding mini competitions.
- 1.3.** Tenders received in relation to any mini competitions held will be evaluated in accordance with Section 2 of this document. Maximum delivery times for any products requested will be specified in the email inviting tenders for the mini competition along with a list of the products and required quantities. The first mini competition is expected to be held shortly following the establishment of this Framework.
- 1.4.** The Housing Executive may seek clarifications of Tenders. If clarification is sought it may be only with respect to those Tenders which require clarification.
- 1.5.** If it is considered by the Housing Executive that any pricing or any other financial aspect of a Tender is abnormally high or abnormally low, the Tenderer may be requested, in writing, to give a more detailed breakdown of those constituent elements thereof which the Housing Executive considers relevant. Any failure to comply with such a request may result in the exclusion of the Tenderer from further consideration.
- 1.6.** Nothing in these Framework documents is or shall be relied upon as a promise or representation as to the Housing Executive's ultimate decision in relation to

the award of any call-off contract and/or the shortlisting of Tenderers. The Housing Executive reserves the right at all times without liability or notice:

- i. to amend or change procedures (including, but not limited to, the timetable) relating to a mini competition;
  - ii. to reject any or all of the Tenders received;
  - iii. to revert to any Tenderer not short listed/ selected, if circumstances change at a later stage in the mini competition;
  - iv. to refrain from considering any Tender further if it is not in accordance with the requirements, conditions and instructions of the Framework documents;
  - v. to reject or disqualify from the mini competition a Tenderer and/or its sub-contractors including, without limitation, where:
    - (a) the Tenderer and/or sub-contractor contravenes any terms or conditions set out in the Framework documentation;
    - (b) the Tenderer and/or a sub-contractor is guilty of material misrepresentation during the duration of the Framework or course of the mini competition; or
    - (c) any other grounds for exclusion materialise during the duration of the Framework or mini competition;
  - vi. not to furnish a Tenderer with additional information in respect of any aspect of a mini competition or Framework or otherwise;
  - vii. not to appoint any Tenderer or to enter into any call-off contract; and/or
  - viii. to abandon a mini competition or any elements thereof at any time.
- 1.7.** The Housing Executive reserves the right, in its absolute discretion, to take such steps as it considers appropriate to ensure that genuine competition and transparency are maintained throughout the duration of the Framework and any mini competition.
- 1.8.** If a Tender fails to comply in any respect with the requirements set out in this document or other Framework documents, the Housing Executive will be

entitled (but will not be obliged) to take such steps as it considers appropriate (at its absolute discretion) including, without limitation:

- i. removing that Tenderer from this Framework temporarily or permanently;
- ii. rejecting the relevant tender as non-complaint;
- iii. without prejudice to the Housing Executive's right to reject the Tender:
  - (a) seeking clarification from the Tenderer in respect of the relevant Tender;
  - (b) requesting the Tenderer to provide the Housing Executive with information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
  - (c) discussing the issue with the relevant Tenderer;
  - (d) waiving a requirement (and/or sanctioning a breach) which, in the opinion of the Housing Executive, is minor, procedural and/or non-material; and/or
  - (e) amending the relevant requirement of the Tender Documentation and inviting the Tenderers to adjust their respective Tenders on the basis of such revised requirement.

**1.9.** Any Tenderer who, in connection with this Framework or a mini competition:

- i. fixes or adjusts the manner or context of its Tender by or in accordance with any agreement or arrangement with any other Tenderer;
- ii. enters into any agreement or arrangement with any other Tenderer that it shall refrain from participating in the competition or any part of it;
- iii. causes or induces any person to enter such agreement as is mentioned in this paragraph or to inform the Tenderer of its Tender and its contents or obtains details of the Tender of another Tenderer;
- iv. offers or agrees to pay or give or does pay and give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or

having caused to be done any act or omission which is likely to affect competition or any other Tender or proposed Tender;

- v. communicates to any person other than the Housing Executive the contents of its Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender e.g. for insurance, a contract guarantee bond or performance bond); or
- vi. carries out any other co-operation or collusion which the Housing Executive considers has actually or potentially undermined competition;

may be disqualified and removed from the Framework (without prejudice to any other civil remedies available to the Housing Executive and without prejudice to any criminal liability which such conduct by a Tenderer may attract). Tenderers should ensure that the obligations set out in this paragraph are brought to the attention of any relevant parties such as sub-contractors/ suppliers and that contracts entered into with such parties are entered into on the same basis.

- 1.10.** This document shall be construed in accordance with, and governed by the laws of Northern Ireland. The Courts of Northern Ireland shall have exclusive jurisdiction in relation to any disputes arising from or in connection with the Tender Documentation and the Competition and by participating in the Competition, each Tenderer submits irrevocably to that jurisdiction.
- 1.11.** The goods and services will be delivered in accordance with the Framework Conditions of Contract (T1550 Public Sector Standard Conditions of Contract and T1550 Commercial Conditions of Contract).
- 1.12.** If new or unforeseen PPE requirements arise during the Framework period that are not currently listed within this Framework but will assist with minimising the transmission of COVID-19, the Housing Executive will consider sourcing these goods using this Framework (via mini competition, or a variation to an existing call off contract). The Housing Executive reserves the right not to hold any mini

competitions or award any call off contracts at any time and use alternative procurement methods to meet its PPE requirements.

**1.13.** The various types of PPE the Housing Executive intends to purchase using this framework includes, but is not limited to:

- Safety goggles
- Safety glasses
- Disposable spit shields
- Disposable hooded coveralls
- Disposable plastic aprons
- Overshoes
- Disposable nitrile gloves
- Disposable powder free latex gloves
- FFP2 Face Mask/Respirator
- FFP3 Face Mask/Respirator valved
- TYPE II Surgical mask
- IIR Fluid resistant face masks
- Alcohol hand sanitising wipes
- Alcohol liquid hand sanitiser
- Hand sanitising gel

Tenderers do not have to be able to provide all of the products listed above. Tenderers can offer to supply any or all products subject to meeting the requirements of the mini competition and Framework documents. The final description and quantities of each product type required will be confirmed when running a mini-competition. Call-off contracts will be awarded on a product type by product type basis in accordance with Section 2 of this document. Estimated quantities of the required PPE are included in the Specification (Schedule 1 of the Commercial Conditions of Contract). However due to the uncertainty caused by the outbreak of COVID-19 the estimated annual quantities could significantly increase or decrease. Government guidelines and the potential development of a vaccine for COVID-19 could significantly affect the quantities required. In the event that larger quantities are required the Housing Executive reserves the right to use this framework to purchase any additional types or volumes of PPE required that will help to minimise the transmission of COVID-19.

**1.14.** If a Tenderer is successful in a mini competition and subsequently supplies goods that do not comply with section 2.1.a)(iii) of this document, they will be removed from the Framework and will not be invited to participate in any further mini competitions.



## 2. SELECTION AND AWARD CRITERIA FOR EACH MINI COMPETITION

Each Call off Contract will be awarded on the basis of the most economically advantageous offer. The criteria to be applied in assessing economic advantage will include:

- Selection Criteria – Pass/Fail
- Award Criteria – Cost - 100%

### 2.1. Selection Criteria

- a) Each Tender will be assessed in the first instance on:
- (i) Whether it is complete, in the required format and otherwise complies with the requirements of the mini competition;
  - (ii) Ability to meet the Housing Executive's requirements in relation to the product descriptions in the Pricing Schedule issued for a mini competition. Please see Annex 1 for an example Pricing Schedule that may be issued for a mini competition. **PASS/FAIL**
  - (iii) Compliance with the 2016/425 EU PPE Regulations. **PASS/FAIL**  
Tenderers must confirm and provide evidence of compliance with the 2016/425 EU PPE Regulations where applicable and when requested to do so. If requested, evidence must be provided within the time limits specified by the Housing Executive for any particular mini competition.
- b) If a Tender does not comply fully with paragraph 2.1(a)(i) above, the Housing Executive will determine, at its absolute discretion, whether that Tender may proceed to be evaluated by the Housing Executive in accordance with the remaining selection criteria and award criteria.
- c) If a Tender does not comply fully with paragraph 2.1(a)(ii) above, the Housing Executive will not proceed to evaluate it in accordance with the award criteria and that Tender will be eliminated from the mini competition.
- d) If a Tender does not comply fully with paragraph 2.1(a)(iii) above, the Housing Executive will not proceed to evaluate it in accordance with the award criteria and that Tender will be eliminated from the mini competition and removed from the Framework and will not be invited to participate in any further mini competitions.

### 2.2. Award Criteria 100% Cost

- a) Tenderers who meet all of the requirements listed in Selection Criteria will have their bids evaluated against the Award Criteria which will be based on 100% cost.
- b) Tenderers must enter their prices into the Pricing Schedule provided for each mini competition. The rates entered by Tenderers will be used to evaluate all

valid bids.

- c) All prices must include delivery and packaging and cover all aspects of the Pricing Schedule and other Framework documents for which the Tenderer expects to be paid.
- d) The Tenderer will be expected to have satisfied themselves that all tendered prices submitted will cover all expenses and obligations under the Contract before the tender is submitted. No claims can subsequently be made for omissions.
- e) For evaluation purposes the lowest cost tender for each product type in each mini competition will be awarded the call off contract for that product type. However, the Housing Executive reserves the right not to award a call off contract for any reason.

### **2.3. Tie-Break Criteria**

- a) In the event that the overall result of the evaluation conducted in accordance with Section 2 of this document, concludes in a tie between two or more Tenders for one or more product types, those Tenderers ranked first will be asked to lower their cost until such a point where there is only one Tender ranked first. If at this point there is still a tie, the Housing Executive may decide not to award a call off Contract or, where possible, the order for that product type(s) may be divided between those tenderers ranked first.

### **2.4. Samples**

- a) The Housing Executive may require samples of the items listed in the Specification to be provided free of charge on a returnable basis prior to the award of a call-off contract. In the event that samples are required, Tenderers must provide the requested samples within four days of request. If samples aren't received within four days of request, the Housing Executive reserves the right to disqualify the Tenderer in question. If the sample provided does not meet the requirements of the Specification the Housing Executive reserves the right to disqualify the Tenderer in question.

## **Annex 1 – Example Pricing Schedule**

Please note this list is not exhaustive.

T1550 Supply & Delivery of Personal Protection Equipment (PPE)							
PRODUCT	DESCRIPTION	SIZE	UNIT OF MEASURE	QUANTITY REQUIRED	Price per unit of Measure	Total Cost (unit of measure x estimated annual quantity)	Product details( include brand product name and model number)
Safety Goggles	Non-vented multi-purpose safety, Minimum standard EN166 1b	One Size	Each	4,000		£0.00	
Safety Glasses	Single/clear lens Minimum EN 166 1FT	One Size	Each	4,000		£0.00	
Disposable Spit Shields	Minimum Class 1 Medical Device	One Size	Each	20,000		£0.00	
Coverall Hooded Disposable	Minimum standard Type 5/6 Certified to EN14126	Medium/Large/X Large/XX Large	Each	7,000		£0.00	
Coverall Hooded Disposable	Minimum Standard Type 5/6 Certified to EN 13034: 2005+A1: 2009, EN 1073-2: 2002 ,EN1149-5: 2008	Medium/Large/A Large/XX Large	Each	2,500		£0.00	
Disposable Plastic Aprons	Low-density polythene	One Size	Pack of 1000	100		£0.00	
Overshoes	16" CPE polyethylene elasticated opening	One Size	Roll of 1000	100		£0.00	
Disposable Nitrile Gloves	Minimum standard EN 374-1:2016 EN 374-5:2016	7- 10 Inclusive	Box of 100	4,000		£0.00	
Disposable Powder Free Latex Gloves	Powder Free Non Sterile	S-XXL	Box of 100	2,000		£0.00	
FFP2 Face Mask/Respirator	EN149:2001+A1:2009	One Size	Each	20,000		£0.00	
FFP3 Face Mask/Respirator Valved	EN149:2001+A1:2009	One Size	Each	20,000		£0.00	
TYPE II Surgical Mask	Type II Face 3 Ply Mask EN 14683	One Size	Each	16,000		£0.00	
IIR Fluid Resistant Face Masks	Type II Face 3 Ply Mask EN 14683 Fluid and Synthetic Blood Penetration Resistance	One Size	Each	16,000		£0.00	
Alcohol Hand Sanitising Wipes	Minimum 70% + Alcohol content	One Size	Per 100	5,000		£0.00	
Alcohol Liquid Hand Sanitiser	Alcohol target range from 70% to 85%	500ml	Each	10,000		£0.00	