Invitation to Tender: Provision of E-Tender and Contract Management System

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Introduction

Ordnance Survey Ltd is a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS, UK (OS). OS is a limited company in which the entire share capital will be owned by the Secretary of State for Business, Energy and Industrial Strategy.

OS is Britain’s mapping agency and is responsible for the surveying, production, maintenance and marketing of a wide range of geographic information, relied on by government, business and individuals. Further information on us can be found on our website http://www.os.uk

Purpose of this document

OS is conducting this tender exercise for the purpose of procuring the goods/services described in the Schedule 1. Interested parties (**Participant**) should review this Invitation to Tender (**ITT**) and submit their completed Response Questionnaire (available in the Delta E-Sourcing Portal) in accordance with Appendix 1.

This ITT contains further information about the procurement process, the Response Document, and assessment questions for Participants to complete. Each Participant's response (**Tender**) should be detailed enough to allow OS to make an informed selection of the most appropriate solution.

Project Background and Overview

3.1 Ordnance Survey are looking to source a combined E-tender and Contract management system for a 5 year period. Full details of the requirement can be found in the Schedule 1 Specification.

Communication and Timetable

English is to be the language for all communications between OS and Participants on all matters relating to this tender.

The information and documents relating to this procurement will be accessible via the Delta E-Sourcing Portal: <https://www.delta-esourcing.com> (**Delta**). To be able to access these documents Participants must register and thereafter will be issued with a ‘USERNAME’ and ‘PASSWORD’. Participants that have already registered previously, can access the Tender documents by logging on to the service and following the steps in paragraph below. If you are experiencing problems, then please contact the Delta helpdesk ([helpdesk@delta-esourcing.com](mailto:helpdesk@delta-esourcing.com)) or call 08452707050 for further assistance.

Tender submissions should be submitted via Delta by no later than **12:00 on 20th July 2022** as a single WinZip® file (identified with the Participant’s company/organisation name). Participants are reminded to allow sufficient time in submitting their Tenders prior to the closing date and time. **Delta will not permit submissions after the stated deadline has passed**.

All prices in the Tender must be fully priced in Sterling (£) exclusive of VAT and totalled in clear terms.

The timetable for each stage of the remainder of the procurement process from issue of this ITT to contract award is estimated to be as follows.

|  |  |
| --- | --- |
| **Event** | **Target Date** |
| Contracts Finder Contract Notice, Issue ITT | 06/07/2022 |
| Deadline for receipt of clarification questions | 14/07/2022 5pm local time |
| Date of submission of Tenders | 20/07/2022 12pm Local time |
| Tender evaluation | 20/07/2022 – 25/07/2022 |
| Contract Award Decision Letter and Unsuccessful ITT Letters issued | 26/07/2022 |
| Contract Commencement | 01/08/2022 |

Please note that OS may change this timetable at any time at its sole discretion. Any change to this timetable will be communicated via the Delta e-Sourcing message Centre,

Clarification Questions

**Participant Requests for Clarification**

OS recognises that clarification may be needed prior to submission of Tenders.

Where an electronic tender process is used by OS, Participants should submit their questions, queries or clarification responses to the Delta Message Centre.

All clarifications and responses will be logged and recorded by OS. OS will endeavour to respond to all clarifications within 5 working days of receipt. If the response is not going to be available within 5 working days, then the originator of the clarification will be advised of when a response will be given.

Participants should clearly identify any clarifications or parts of clarifications which they consider to be confidential or specific to its proposed solution, stating the reasons why it considers the clarification to be so. OS will decide at its sole discretion whether or not to accept the Participant's request. If OS does not accept the request for confidentiality or does not accept that it is specific to its proposed solution, the Participant will be informed and OS will specify a period within which the Participant may choose to withdraw its clarification. If the Participant does not withdraw its clarification in such circumstances, OS will proceed to respond on a non-confidential basis.

The cut off for receipt of clarification questions isidentified in the table above**.**

**OS Requests for Clarification**

Any requests from OS to a Participant to clarify, specify or fine-tune a tender following receipt of Tenders will be submitted to the Participant's nominated point of contact via Delta. Participant shall endeavour to respond to all such requests within 5 working days of receipt using Vault. If the response is not going to be available within 5 working days then OS should be advised of when the response will be given as soon as is reasonably practicable but in any event no later than the initial 5 working day period.

OS may, in its evaluation of Participant’s proposals, request demonstrations and/or site visits. Participants must accept responsibility for organising and providing any required demonstrations and/or visits. Participants must bear their own costs for such demonstrations and/or visits.

General Notices

**Exclusion of Liability**

OS reserves the right to cease this procurement process at any time without any liability (whether in contract, tort or negligence) to Participants.

Each Participant considering entering into contractual relationships with OS on the basis of the information provided in this ITT should make their own evaluation of the information provided pursuant to the ITT and make their own investigations and form their own opinion on OS and the project. Participants are recommended to seek their own financial and legal advice.

OS reserves the right not to enter into a contract with any Participant without any liability (whether in contract, tort or negligence) for any loss, cost or expense (including legal expenses) incurred by Participants in preparing for or participating in this procurement process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise). OS is not liable for any costs Participants may incur in contemplation of a contractual relationship being entered into.

**Contractual Relationship**

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of a contract that may be concluded in relation to this procurement exercise, nor shall such documentation be used in construing any such contract.

Each Participant must rely on the terms and conditions contained in any contract when, and if, a written contract has been signed and countersigned by both parties and dated, subject to such limitations and restrictions that may be specified in such contract. It is envisaged that the successful Participant’s responses to the requirements set out in this ITT will be included in any contract.

**Accuracy of Information**

This ITT has been compiled in good faith. It is intended to provide sufficient information for Participants to provide a full and firm proposal. OS considers that all information (including numbers and other figures) given in this ITT and any information provided pursuant to this ITT is accurate at the time of preparation, but may change in the future. However, neither OS nor its financial or legal representatives, officers, agents or employees make any representation or warranty, or accept any responsibility for the information contained in this ITT (or any other information provided pursuant to this ITT) or for its fairness, accuracy or completeness, nor shall such persons be liable for any loss or damage arising as a result of reliance on such information or any subsequent communication. There is an absolute obligation on each Participant to query any perceived ambiguity in this ITT (or any of its associated documents) whether actual or potential, in the use of technical, functional or other terms. It is the participant’s sole responsibility to undertake whatever investigation and due diligence it considers to be appropriate in order to verify the accuracy of any information provided to it by OS through the ITT process.

**Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)**

OS is committed to open government and meeting its legal responsibilities under FOIA and EIR. Accordingly, any information submitted to OS (including, without limitation, the information contained in this ITT and the Tender submissions received from Participants in response) may need to be disclosed by OS in response to a request for information.

OS may also decide to include certain information in the relevant publication scheme maintained under the FOIA or EIR. In making a submission, each Participant therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA or EIR.

In respect of any information submitted by a Participant that it considers being commercially sensitive the Participant should:

clearly identify such information as commercially sensitive;

explain the potential implications of disclosure of such information; and

provide an estimate of the period of time during which the Participant believes that such information will remain commercially sensitive.

Please submit responses to each of the above on the forms provided in the document area of Delta and include with the completed ITT submission.

However, Participants should be aware that even where a Participant has indicated that information is confidential or commercially sensitive, OS is responsible for determining, at its absolute discretion, whether such information is exempt from disclosure under the FOIA or EIR, or must be disclosed in response to a request for information.

Participants should also note that the receipt by OS of any information marked ‘confidential’ or equivalent does not mean that OS accepts any duty of confidence by virtue of that marking, and OS has the final decision regarding the disclosure of any such information in response to a request for information under the FOIA or EIR.

In making a submission in response to this ITT, each Participant acknowledges that OS may be obliged under the FOIA or EIR to disclose any information provided to it.

**Government Transparency Agenda**

Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.

As part of this agenda, Government has made the following commitments with regard to procurement:

publication of all new tender documents over £25,000 and their respective timetables; and

publication of all new contracts over £25,000.

Participants should therefore note that this ITT and resulting contract awarded will be published on the following websites:

OS: <http://www.os.uk>; and

Contracts Finder: <https://www.contractsfinder.service.gov.uk>.

Find a Tender: <https://www.find-tender.service.gov.uk/Search>

OS may, at its sole discretion, make limited redactions to the information it publishes.

**General Data Protection Regulation – Liability**

OS’s standard terms with its suppliers included mutual unlimited liability in respect of breaches of the General Data Protection Regulations ((EU) 2016/679) (GDPR) and unlimited liability in relation to other items such as breach of confidentiality, death and personal injury and IPR.

Accordingly, OS cannot accept any limitation of liability in respect of any breaches of the GDPR.

The acceptance of the Contract terms, set out in the Response Questionnaire in Delta, includes acceptance of the GDPR provisions including an unlimited liability for breaches of the same. This requirement is a Pass/Fail event and for the avoidance of doubt, any Supplier not accepting the Contract terms will be recorded as a ‘fail’ event and will result in the Participant’s response being excluded from further evaluation in the tender process.

**Confidentiality**

All documents and information contained in this ITT or provided during the tender process are, and shall remain, OS’s property. Participants shall not disclose either:

the fact that they have been invited to tender or release details of the proposed contract; or

details of their Tender in whole or in part,

other than on an ‘in confidence’ basis to those who have a legitimate need to know or with whom they need to consult for the purpose of preparing the Tender.

Participants may only use information provided by OS to respond to the requirements set out in this ITT.

OS reserves the right to copy and electronically distribute all or any part of any Participant’s Tender exclusively for the purposes of analysis and assessment. Submission of a Tender shall be deemed as confirmation of OS’s right to do such acts.

**Cost of Preparing Response**

Each Participant will be responsible for all costs and expenses it incurs:

in providing responses to this ITT and any other communications, including, without limitation, responses to any invitation to participate in meetings, technical demonstrations and workshops held at OS’s offices; and/or

in any further stages of this procurement; and/or

in obtaining any additional software and/or hardware and relevant licenses required in order to provide a full response to this ITT; and/or

in obtaining or providing any additional information required in order to facilitate the evaluation process.

OS accepts no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Participant in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise).

**Publicity**

Participants may not make any public statements or undertake any promotional activity relating to this procurement without OS’s express prior written consent.

**Conflict of Interest**

Participants are responsible for ensuring that there are no conflicts of interest either between their own advisers and those of OS, or between the members of its consortium and their sub-contractors. Participant must notify OS of any actual or potential conflict of interest as soon as reasonably practicable as soon as it becomes aware of such a conflict and the measures it has taken and/or proposes to take to deal with such a conflict.

**Non-canvassing, non-collusion, compliance with Bribery Act 2010 and The Modern Slavery Act 2015**

OS takes a zero-tolerance approach to bribery. Participants must have demonstrated that they take a robust approach to bribery prevention through either written policies or oral communication and training of its staff and agents.

OS also takes a zero-tolerance approach to slavery and is committed to preventing acts of slavery and human trafficking (as set out in the Modern Slavery Act 2015 (MSAct)) from occurring within both its business and supply chain. Ordnance Survey will expect any successful Contractor to be able to ensure it, and its supply chains, are compliant with the MSAct.

Participants must not canvass or solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer or employee of, or person acting as an adviser to, OS in connection with the submission of a Tender, evaluation of responses, short-listing of Participants and in connection with the overall procurement exercise.

Participants must submit a bona fide response and confirm, by a signed return of the certificate available in the Delta documents area, that it has not prepared its response in collusion with any third party and will not engage in collusive behaviour during the tender process.

Tender Submission Instructions

Participants are invited to submit Tenders in accordance with the required responses set out in this ITT. A Tender compliance checklist is set out in Appendix 1.

Tenders must be returned by the date and time outlined in the table above. It is the Participant's responsibility to ensure that the Tender submission is received on time.

All documents to be completed in text point size not below 10 in the English (UK) language.

Where signatures are requested, typed entries are acceptable. Electronic signatures are not required on electronic tenders.

Participants should ensure that their Tender contains all information required for evaluation. In particular, Participants should ensure that an adequately detailed response is given to each item in the ‘response required from Participant’ section of the Response Questionnaire. Web-links or other external references will not be taken into consideration.

All prices in the Tender must be fully priced in Sterling (£) exclusive of VAT and totalled in clear terms. Tender must remain open for acceptance or non-acceptance for not less than 90 days from the tender closing date.

Tenders should contain all of the information as required in this ITT.

The name of the Participant must be clearly indicated at the top of each Tender. The Tender and all supporting documentation should be page numbered and cross-referenced to this ITT where appropriate and should be fully indexed.

Tenders must be valid for a period of 6 months from the date of submission.

OS reserves the right to carry out reference checks and/or financial checks prior to the award of contract(s). By submitting Tenders the Participant will be deemed to have given such consent.

Do not include publicity material of any kind, for example brochures and web references, unless specifically requested, as it will not be evaluated.

Do not reference your answers from one requirement, or question, to another, even where there is commonality.

Please ensure you allow plenty of time to upload your Tender, to avoid instances where only part bid submissions are received into Delta, due to the tenderbox closing. OS reserves the right to disqualify Participants submissions, where part bids are received, unless there is a valid reason why this has occurred for example, power outages or a fault with Delta.

A limit of 50MB per document applies when lodging a Tender via Delta.

Requirements, Evaluation and Award Criteria

The criteria for this ITT are as follows:

the Participant’s response to the governance and due diligence requirements (Part 1);

the Participant’s response to the technical requirements (Part 2); and

the Participant’s response to the pricing requirements (Part 3).

OS’s requirements are set out in Schedule 1 and it has allocated each of the criteria an overall weighting (expressed as a percentage) reflecting its relative importance to OS:

1. response to the Part 1 requirements pass/fail
2. response to the Part 2 requirements 80% available
3. response to the Part 3 requirements 20% available

The questions with marks available against them will be evaluated using the following scoring methodology:

|  |  |  |
| --- | --- | --- |
| **Judgement** | **Score** | **Performance Criteria** |
| Excellent | 5 | a) a comprehensive response which fully meets the requirements identified by OS;  b) is appropriate in terms of detail and accuracy;  c) is supported by relevant evidence and  d) provides demonstrable and relevant added value. |
| Good | 4 | a) a detailed response which fully meets the requirements identified by OS:  b) provides information that is directly relevant and compliant;  c) has addressed the content in respect of the question and  d) supported by relevant evidence. |
| Satisfactory | 3 | a) a response which adequately meets the requirements identified by OS; and  b) is supported by relevant evidence; however  c) raises some minor concerns; and/or  d) provides lack of clarity within the response. |
| Unsatisfactory | 2 | a) a response which provides information that is generally relevant; however  b) fails to meet a large part of the requirements identified by OS; and/or  c) is only partially compliant and demonstrates shortfalls within the response; and/or  d) lacks supporting evidence. |
| Poor | 1 | a) responds to the requirement/s, however, has failed to address the majority of the specific issues (if any) identified by OS; and/or  b) provides insufficient evidence (where applicable) to support its response; and/or  c) responds to all the requirement/s with insufficient detail raising significant concerns about the Participants ability to meet all the requirement/s identified by OS; and/or  d) provides a response which raises significant concerns about the Participants ability to meet the requirement/s. |
| Unacceptable | 0 | a) does not provide a response to the requirement/s identified by OS; or  b) responds to the requirement/s, however fails to address the specific issues (if any) identified by OS; or  c) fails to provide any evidence (where applicable) to support its response. |

Note that:

If a score of **0** is applied, the Participant will score 0 percent for that question.

If a score of **1** is applied, **1/5** of the available % for that question will be awarded.

If a score of **2** is applied, **2/5** of the available % for that question will be awarded.

If a score of **3** is applied, **3/5** of the available % for that question will be awarded.

If a score of **4** is applied, **4/5** of the available % for that question will be awarded.

If a score of **5** is applied, all available marks for that question will be awarded.

Example:

If there is 10 % available for a question and a score of 3 is applied to a Participant’s response, the Participant will be awarded 6 % for that response.

Schedule 1 Specification

*Ordnance Survey are looking to procure a combined E-tender and Contracts Management System for a 5 year fixed term with the following requirements.*

**E-Tender System**

**Mandatory requirements**

* *E-Tender management*
* *Integration with GOV sites Find a Tender and Contracts Finder allowing publishing directly to both sites*
* *Ability to cover the full options for procurement processes allowed by PCR’s*
* *Ability for Suppliers register and manage account*
* *Ability to conduct Quick quotes and RFI process through system*
* *Ability to create supplier lists within project to allow call-offs within framework*
* *E-Evaluation – Ability to automate evaluation of responses by providing a summary of responses to questionnaires built in system*
* *Technical Support and Migration from current E-Tender system*
* *Visual workflow of tender pipeline advising current position and future tasks*
* *Ability to create user groups with varying levels of role based access*
* *Enterprise License – Unlimited license’s for all users across OS estate*
* *Integration with Contract Management System – Ability to pull project details across into CMS*
* *Single sign on process*
* *Contract reference creation automation*

**Contract Management System**

**Mandatory requirements**

* *Ability to create a contract record from a tender*
* *Ability to add manage and report on custom fields*
* *Ability to add, schedule and manage customisable alerts for user groups, individuals and suppliers*
* *Document management – Ability for users and suppliers to manage documents*
* *KPI management – ability to assign actions and reminders and hold documentation relevant to KPI tracking*
* *Single sign on process*
* *Contract and document repository*
* *Complete customisation of columns on contract register*
* *1GB per file size upload limit for both users and suppliers*
* *Ability to edit existing contract records and add new ones without a tender process*
* *Technical Support and Implementation*
* *Enterprise License – Unlimited license’s for all users across OS estate*
* *No limit on Maximum number of contract records*

**Desirable Requirements**

* *Ability to export all data in a variety of file formats including Excel and PowerBI*
* *Dashboard and contract pipeline*

**Combined System Mandatory Requirements**

* *Provider to have one of the following accreditations:*
  + *27001 certification*
  + *Cyber Essential accreditation*
  + *SOC 2 certification*
* *Documents to be securely encrypted in transit and at rest*
* *Full Implementation of the system within 3 weeks of contract award*

**Combined system Desirable requirements**

* *Ability to securely Integrate with D365 finance (future requirement)*
* *Ability to have secure Native integration with DocuSign (future requirement)*
* *Project management features for projects that have no current contract or tender*
* *Appropriate SLAs and availability of system (downtimes etc) with a minimum requirement of remote support available Monday to Friday during usual business hours*
* *Training package appropriate to support onboarding 15 people*

Appendix 1 Documentation

Please find attached the Tender Documents.

1. Non-Canvassing Form
2. FOIA Form
3. Parts 1 & 2 - Governance
4. Part 3 Technical
5. Part 4 Pricing
6. Supplier GDPR Due Diligence Questions

All documents need to be completed and submitted.