

# **OPEN TENDER**

# RSSB INVITATION TO TENDER FOR THE PROVISION OF: ERP AND CRM SOLUTION FOR RSSB

Deadline: 17 August 2016 at 1000 hours

ITT Reference: RSSB2101

# 1 Tender Documents

- 1.1 Tenders shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information RSSB has requested within the tender pack, RSSB may reject the tender as non-compliant.
- 1.2 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will RSSB, or its advisors, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisors incur in this process, including if this tendering process is terminated or amended by RSSB.
- 1.3 Tenderers are solely responsible for obtaining the information that they consider is necessary in order to prepare the content of their tender and to undertake any investigations they consider necessary in order to verify any information RSSB provides during the procurement process.
- 1.4 All pages of the tender submission must be sequentially numbered (including any forms to be completed and returned).
- 1.5 All specifications, plans, drawings, samples and patterns and anything else that RSSB issues in connection with this ITT, remains the property of RSSB and are to be used solely for the purpose of tendering.
- 1.6 At any time prior to the deadline for receipt of questions, RSSB may modify the tender documents by amendments in writing.
- RSSB (at its sole discretion) may extend the deadline for receipt of Tenders.
  RSSB reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time and accepts no obligation whatsoever to award a contract.

# 2 General, Legal & Compliance

2.1 RSSB will check each tender for completeness and compliance with the tender instructions. RSSB reserves the right to reject any tenders it considers substantially incomplete, or non-compliant (each tender will be assessed on its own merit, according to the level/importance of omitted or non-compliant content).



- 2.2 The Tenderer will be excluded should any of the grounds for mandatory rejection or discretionary rejection be triggered. Mandatory requirements can be viewed at <a href="http://www.rssb.co.uk/about-rssb/working-with-us/supplier-opportunities/mandatory-and-discretionary-requirements">http://www.rssb.co.uk/about-rssb/working-with-us/supplier-opportunities/mandatory-and-discretionary-requirements</a>.
- 2.3 The Tenderer will be excluded should it be assessed that it has a high risk of:
  - Insolvency over the lifetime of the contract; e.g. the Tenderer may be excluded if its current assets to current liabilities ratio is less than 1;
  - Insufficient financial capacity to deliver the services effectively; or
  - Over-dependence on RSSB (e.g. the Tenderer may be excluded if its turnover is less than two times (2x) the contract value).

## 3.0 Tender Instructions

3.1 "RSSB" means the contracting authority, seeking to invite suppliers to participate in the procurement process.

"You" or "Supplier" means the legal entity completing these questions, seeking to be invited to the next step of the procurement process Invitation to Tender (ITT)

- 3.2 Please ensure all questions are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply you need to clearly state N/A.
- 3.3 If it is necessary for you to provide additional information this should be provided as an appendix and clearly referenced as part of your declaration.

#### 3.4 RSSB REPRESENTATIVE

Your main point of contact is: Hazel Fernandes: RSSB2101@rssb.co.uk

#### **RSSB OVERVIEW**

If you wish to find out more about RSSB, please visit our website at <u>www.rssb.co.uk</u>

#### **Timetable for RSSB2101 Procurement**

The timetable for this procurement is indicated in the table below. This is intended as a guide and whilst RSSB does not intend to depart from the timetable, it reserves the right to do so at any stage.

The expected procurement milestones are set out below:	
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Project Objective	Start Date	End Date	Time
Invitation to Tender issued	Friday 15	-	
Deadline for supplier questions for the Clarification of Scope Webinar	Friday 22	1600 hours	
Supplier Clarification of Scope Webinar	Monday 2	1430 - 1630	
Supplier clarification questions deadline	26 July 2016	8 August 2016	1200 hours
Deadline for Submitting Tenders	Wednesday 1	1000 hours	
Tender evaluation and clarification	18 August 2016	24 August 2016	-
Presentation from suppliers	19 or 22 August 2016		0800 – 1800
Estimated notification of award decision	Week commencing 12 September 2016		-
Target contract commencement date	Week commencir	-	

Note: RSSB reserves the right to amend these dates as business requirements demand and will communicate any changes to tenderers.

#### 3.5 SUPPLIER CLARIICATION OF SCOPE WEBINAR

RSSB invites a maximum of two (2) representatives from each Tenderers to join the Clarification of Scope meeting in order:

- for RSSB to provide a brief overview of the objectives and scope of the procurement
- for RSSB to answer initial questions received from Tenderers by email
- for Tenderers to ask questions during the webinar

We expect the webinar to be a two-way dialogue, on the day we will cover all questions based on the procurement documentation, process and the project requirement. All questions arising from the Webinar will be anonymised and shared with all Tenderers.

The Webinar will take place on Monday 25 July 2016 from 1430 – 1630 hours.

RSSB encourages Tenderers to read the specifications and procurement documents provided and prepare questions in advance of the Supplier Clarification of Scope Webinar. Any questions should be prepared and sent by 1600 hours on Friday 22 July 2016 by email to <u>RSSB2102@rssb.co.uk</u> to ensure that your questions can be answered on the day.



The Supplier Clarification of Scope Webinar will be accessible virtually through Skype, Lync and telephone using the details below:

### → Join Skype Meeting

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by phone 0203 142 5510 (United Kingdom - London) Find a local number

English (United Kingdom)

Conference ID: 376027 Forgot your dial-in PIN? | Help

#### 3.6 Evaluation Methodology

In the interests of an open, fair and transparent assessment this document sets out how RSSB intends to evaluate the tender responses. It outlines the evaluation criteria and respective weightings, as well as the evaluation methodology to be applied.

#### 3.7 Evaluation Process

The process that will be used to select an appropriate tenderer and award the contract for this procurement is available in more detail in Appendix E - RSSB2101 Tender Response Document.

The open procedure is a single stage process and bidders will initially be marked against a Selection Criteria.

Tenderers must pass the Selection Criteria for their bid to be fully evaluated. Any bidder that does not pass the Selection Criteria will be eliminated from the tender process.

An evaluation panel consisting of representatives of key stakeholders within RSSB will carry out the evaluation. The procurement team will only act as moderator during the suitability and proposal assessment phases of the evaluation.

Tenderers are advised to carefully consider the attached specifications and ask clarification questions to ensure these are understood.

#### 3.8 Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process. RSSB may enable the Supplier to self- certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified questions relating to Technical and

Professional Ability RSSB may only obtain such evidence after the final tender evaluation decision and only from the winning Supplier only.

#### 3.9 Sub- contracting Arrangements

Where the Supplier proposes to use one or more sub- contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed delivery model that includes members of the supply chain and percentage of work being delivered by each sub -contractor and the key deliverables that each sub- contractor will be responsible for.

RSSB recognises that sub- contracting arrangements may be subject to change and not finalised until a later date. However, Suppliers should be aware that where information provided to RSSB indicates that sub- contractors are to play a significant role in delivering the key requirements and any changes to those sub- contracting arrangements significantly affect the ability of the supplier to deliver key requirements the Supplier should notify RSSB immediately of any changes in the proposed supplier sub-contractor arrangements. RSSB reserves the right to deselect the Supplier prior to any award of contract based on an assessment of the updated information.

#### 3.10 Consortia Arrangement

If the Supplier completing this tender submission is doing so as part of a proposed consortium the following information must be provided:

- Names of all consortium members;
- The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- If the consortium is proposing to form a legal entity, full details of the proposal should be submitted as an Appendix with this Tender.
- RSSB may require the consortium to assume a specific legal form if awarded the contract. If it is deemed that a legal incorporation is necessary for the satisfactory performance of the contract.
- All members of the consortium will be required to provide the information required in all sections of the Tender as part of a single composite response to RSSB i.e. each member of the consortium is required to contribute to completing the response document.

#### 3.11 Confidentiality

RSSB reserves the right to contact the named reference contact and the nominated reference contact does not owe RSSB any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

RSSB confirms that it will keep confidential and will not disclose to any third parties for any information obtained from the named customer contact, other than to the



Crown Commercial Services and or contracting authorities defined by the Public Contract Regulations.

# 4.0 Selection Criteria

- 4.1 The Selection Criteria will be carried out using the Tenderer responses to the specification and uses a generic pass/fail scoring scheme.
- 4.2 Any Tenderer that scores a 'fail' on any of the Selection Criteria will be eliminated from the tender process at this stage and their proposal will not be evaluated.
- 4.3 The Selection Criteria is detailed in Appendix E RSSB2101 Tender Response Document which will be used to carry out the Suitability Assessment of the Tenderer.

# 5.0 Tender Evaluation

#### 5.1 ITT Assessment

All previous scoring such as the Selection Criteria will be discarded at this point. The Contract Award decision is solely based on the basis of Tenderer proposal and price offering.

5.2 RSSB uses the following quality / price ratio to determine the outcome of the evaluation where quality (technical evaluation) and price are weighted and scored individually before being combined.

Technical 70%

Total Cost of Ownership 30%

5.3 Technical evaluation criteria is made up of Pass/Fail criteria, and weighted criteria which are scored as a percentage of the maximum score available with a minimum quality threshold set.

#### 5.4 **Technical Evaluation**

Tenders are assessed on how well they satisfy the technical evaluation criteria. The relative importance of each criterion is established by either giving it a pass/fail weighting or percentage weighting where that all the weightings equal 100. The Evaluation Criteria is detailed in Appendix E - RSSB2101 Tender Response Document which provides details of the weightings that RSSB will use in assessing Tenderer proposals.

The Technical evaluation will be carried out using Tenderer responses to the tender specifications and MoSCoW (detailed in Appendices A, B, C and D) using the scoring scheme identified in table below.

Scoring	Scoring Scheme				
Score	Score definition				
0	The response is entirely unacceptable: The response is that the Supplier cannot meet RSSB's stated requirements at all or the response does not demonstrate that the tender complies with RSSB's stated requirements at all.				
1	The response is weak: The response fails to adequately address the relevant criterion, and may focus on elements of only limited relevance. The response demonstrates only a general understanding of issues likely to be faced by RSSB, with little or no attempt to address the characteristics of the Project. The response generally fails to set out an effective proposition for managing identified issues, with some exceptions. There may be some concerns as to compatibility with RSSB's stated requirements.				



2	The response is good: The response addresses the relevant criterion, although the treatment of some limited elements may be weak. The response demonstrates an understanding of most of the principal issues likely to be faced by RSSB with respect to that criterion, and sets out a proposition for managing them that instils some confidence with at most a few minor reservations. The response may not demonstrate any added value or this may be limited.
3	The response is excellent: The response addresses the relevant criterion directly in a very comprehensive, succinct and clear manner, demonstrating a full understanding of the issues likely to be faced by RSSB with respect to that criterion (with an analysis fully tailored to the particular characteristics of the Project), setting out an effective proposition for managing them that instils full confidence and raising no concerns as to compatibility with RSSB's stated requirements. The Bidder's proposition is likely to bring very significant added value to RSSB.

5.5 The scored responses are assessed out of a maximum of five (3). The Evaluation Panel will not be allowed to give partial scores (for example 2.5); however, once all scores are aggregated, the technical scores will be rounded to two decimal places prior to consolidating with the price evaluation.

#### 5.8 Evaluation Criteria – Technical

Please refer to the Evaluation Criteria – Technical detailed in Appendix E - RSSB2101 Tender Response Document.

#### 5.9 TOTAL COST OF OWNERSHIP EVALUATION

Please refer to the Evaluation Criteria – Total Cost of Ownership detailed in Appendix E - RSSB2101 Tender Response Document. An estimated budget for the project over 5 years is detailed in Section 12 of this document.

Please be advised that firm prices must be submitted for the each element for each year (or phase) and <u>should not exceed</u> the budget stated for each element for each year (or phase). Please fully complete the excel workbook entitled 'Appendix F - RSSB2101 Pricing Schedule Response'.

All prices quoted shall be in sterling and exclusive of Value Added Tax and shall be **firm** for the initial contract term of 3 years and then subject to negotiation if RSSB exercise their option to the extend the contract.

The construction of the price must be clear and easy to understand. We require the following information:

- A full and comprehensive breakdown of all costs and expenses to provide the services requested in this invitation to tender must be provided and all assumptions must be clearly stated.
- The payment schedule must be clear and easy to understand and should be based on stage gates for key deliverables and RSSB's approval at each stage. Upfront costs in the pricing schedule will not be accepted.

Failure to provide adequate detail may cause your tender to be judged noncompliant.

#### 6.0 QUESTIONS

Should you have any questions relating to the project, please email these before the deadlines detailed in the project timeline above to ensure that these questions can be effectively addressed? To ensure equal and fair treatment to all potential suppliers, RSSB will circulate all questions and responses anonymously.

Questions should be emailed to: Hazel Fernandes, <u>RSSB2102@rssb.co.uk</u>.



#### 7.0 TENDER EVALUATION CRITERIA AND MINIMUM REQUIREMENTS

In evaluating tenders, the most economically advantageous tender(s) will be sought. This will be using the evaluation criteria and weightings detailed in **Appendix E - RSSB2101 Tender Response Document**.

The Evaluation Criteria details the minimum requirements. Therefore, any tender which cannot demonstrate that it meets any of the minimum requirements will not be marked and will automatically score zero.

Tenderers are advised to carefully consider the attached specifications and evaluation criteria, ask clarification questions to ensure these are understood.

#### 8.0 PROCESS AND PREPARATION OF RESPONSES

- 1. The Supplier shall not enter in any agreement or arrangement with any third party which would in any way cause RSSB or its members to incur any financial obligations to the Supplier or any third party.
- 2. The Supplier shall not approach any Customer employee, the Customer's Representative or its agents to discuss any aspects of the Tender. All communication should be conducted via the Customers Representative.
- 3. The Supplier shall not canvass support for the award of the contract by approaching any employee of RSSB, its Representative or its agents.
- 4. The documents as enclosed are to be accepted in their entirety. No alteration will be allowed, unless notified and confirmed in writing by the Customer's Representative before the date stated for the receipt of tenders. If any alteration is made or these instructions to Suppliers are not fully complied with the tender may be invalidated.
- 5. The conditions of contract included in this Invitation to Tender apply. The Suppliers standard terms of business or trade will not be accepted.
- 6. Any requested changes to the conditions of contract must be detailed on the Contract Issues Memo document included for consideration. If this is not completed, it is assumed that the Supplier has accepted all terms and conditions detailed and no further changes will be accepted.
- 7. The Supplier shall be deemed to have satisfied itself as to the nature, extent and the content of the goods, services or works to be provided, the extent of staff required and all other matters, which may affect the tender.
- 8. All prices quoted to be GBP (unless otherwise requested in the Invitation to Tender) exclusive Value Added Tax and firm.

- 9. It is the Suppliers responsibility to ensure the tender is correct at the time of submission. No amendment to the tender will be allowed after the due date.
- 10. Any questions must be emailed to the main point of contact no less than five days before the return date. Note: questions/responses will be circulated anonymously to all Suppliers invited to tender.
- 11. Tenders received after the closing date and time will not be considered.
- 12. The Customers Representative reserves the right to correct any omissions or inaccuracies in the Invitation to Tender and to clarify and/or amend any of the Customers' requirements, up to seven days before the return of tenders.
- 13. All information supplied by RSSB must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or tenders required during the preparation of the Tender. All information provided by Suppliers will be treated in confidence except in stances where references may be sought.
- 14. RSSB reserves the right to cancel this Tender at any point and any cost incurred in the preparation of this Tender is at the Bidder's expense.
- 15. Tenders must remain open for acceptance for a period of 180 calendar days from the submission date.
- 16. Requests to participate, tender discussion documents and subsequent tenders from tenderers participating in the competitive dialogue shall be considered irregular and will not be accepted if:(a) they do not comply with the procurement documents,
  - (b) they were received late,
  - (c) there is evidence of collusion or corruption, or

(d) (final tenders only) they have been found by the contracting authority to be abnormally low, or

#### 10.0 CONDITIONS OF CONTRACT

Please refer to the Conditions of Contract document detailed in Appendix G - RSSB2101 Draft Contract v1, are the terms and conditions in relation to the proposed contract award.

#### **Qualification of the Contract**

Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the contract, these should be submitted in writing to <u>RSSB2101@rssb.co.uk</u> in Appendix H - RSSB2101 Contract Issues Memo as part of your submission. Please ensure the specific condition(s) and proposed amendment(s) are provided. These will be reviewed by RSSB on a case by case basis, and, if accepted, revised



terms and conditions will be issued to all Tenderers . Failure to accept the terms and conditions of the contract or to qualify the tender in any way, may result in the tender being rejected by RSSB.

#### 11.0 RESPONSE CHECKLIST

Tenders must be sent by email to <u>RSSB2101@rssb.co.uk</u>. The email size should be no more than 15MB.

Please ensure you quote "RSSB2101\_ERP\_CRM\_PROPOSAL" as the subject line in your email.

Please submit the following in a single email to Hazel Fernandes at <u>RSSB2101@rssb.co.uk</u> by no later than **10:00 on Wednesday 17 August 2016.** 

Chec	klist – Documents to be submitted	Completed
1.	Completed Appendix E - RSSB2101 Tender Response Document in the format requested.	
2.	Completed MoSCoW schedules: Appendix C - RSSB CRM MoSCoW Schedule; and Appendix D - RSSB ERP MoSCoW Schedule	
3.	Completed Appendix F - RSSB2101 Pricing Schedule Response and include any separate breakdown of costs	
4.	In the unlikely event that any amendments are requested to the proposed terms and conditions, a completed copy Appendix H - RSSB2101 Contract Issues Memo should be submitted detailing the requested amendments	
5	Completed Appendix I - Form of Tender Declaration (in this document)	
6.	Completed Appendix J - Subcontractors (in this document)	
7.	Completed Appendix K - Conflicts of Interest (in this document)	

### **12.0 SPECIFICATION**

Please refer to the specification documents titled:

Appendix A - RSSB Solution Requirements CRM Appendix B - RSSB ERP Solution Requirements Appendix C - RSSB CRM MoSCoW Schedule Appendix D - RSSB ERP MoSCoW Schedule

#### **Budget and Timescales**

Phase 1 of the project should commence early October 2016 and should be seamlessly configured and implemented by End March 2017.

The term of the contract will be an initial term of 3 years with the option extend up to maximum of 2 years on an annual basis (3+1+1).

RSSB will award the contract for Phase 1 of the project and make the ERP and CRM solution live. This includes all the functionality agreed in Phase 1 of the project. RSSB may consider to extend the contract for the implementation work in phases 2 and 3 subject to RSSB's business needs.

The support period will start from the point where the solution is live. Support will be renewed annually for an initial term of 3 years with an option to extend on an annual basis.

Project Element	Costs 2016/17 Phase 1	Costs 2017/18 Phase2	Costs 2018/19 Phase 3	Total Investment (Phases 1-3)	Costs 2019/20 Year 4	Cost 2020/21 Year 5	Total 5 Years
ERP							
Configuration (one-off cost)	221,000	97,750	199,750	525,535			525,535
Saas (Licensing & Support)	97,750	85,000	97,750	293,250	99,775	99,775	492,800
CRM							
External Services	85,000	187,000	182,750	457,592			457,592
Saas (Licensing & Support)	32,300	73,950	85,850	192,936	84,582	84,582	362,100
Total	444,550	455,207	569,556	1,469,313	184,357	368,714	1,838,028

The estimated budget for the project is as follows:



### Appendices A, B, C and D – CRM and ERP Solution Requirements and MoSCoW schedules

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See accompanying documents:

Appendix A - RSSB Solution Requirements CRM

Appendix B - RSSB ERP Solution Requirements

Appendix C - RSSB CRM MoSCoW Schedule

Appendix D - RSSB ERP MoSCoW Schedule

### Appendices E and F - Tender Response and Pricing Schedule

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See accompanying documents:

Appendix E - RSSB2101 ERP CRM Tender Response Document

Appendix F - RSSB2101 Pricing Schedule Response



### Appendices G and H – Conditions of Contract and Issue Memo

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See accompanying documents:

Appendix G - RSSB2101 Draft Contract v1

Appendix H - RSSB2101 Contract Issues Memo

#### Appendix I - Form of Tender Declaration

This section outlines how the offer from the Tenderer is to be constructed. Please return this Tender Declaration along with your Tender and retain a copy for your records.

Having examined the ITT email, the Instructions to Tenderers, the Information Required From Tenderers, the Conditions of Contract, the Specification and this Form of Tender (the "Tender Documents"), we offer to supply all/part of (delete as applicable) the goods, services or works specified in these Tender Documents.

We undertake if selected, to perform the contract in accordance with the Tender Documents, including the Conditions of Contract contained herein.

We agree that this tender shall remain open for acceptance by the Customer for 180 days from the date stipulated for the return of tenders.

We understand that you are not bound to accept the lowest, or any tender you may receive.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following acts:

1. Communicate to a person, other than the person calling for the tenders, the amount or approximate amount of the proposed tender. Except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

2. Enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

3. Offer or pay or give or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person, for doing or having done or causing or having caused to be done, in relation to any other tender or proposed tender for the said goods, services or works, any act or thing of the sort described herein.

We recognise that the Customer reserves the right to clarify details of our offer prior to the award of any contract.

We hereby undertake that the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to whom the tender is to be submitted, any information relating to the submission of this tender or the details contained therein except where such is necessary for the purpose of submission of this tender.

Name:	
Position:	
Signature:	



#### Appendix J - Subcontractors

All suppliers to RSSB are asked to provide details of all sub-contractors that will be used to perform the contract.

Name & Address of Sub-Contractor		Service performed for Contractor	Provide details of staff numbers[1]	Provide latest year's turnover
Name:				
Address:				
Name:				
Address:				
Name:				
Address:				

1[1] This is the average annual numbers of both staff and managerial staff employed over the last trading year

#### **Appendix K - Conflicts of Interest**

Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.

Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed\*:

If you **DO NOT** have any conflicts to declare, please tick this box:

Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

Guidance to Tenderers:

Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.