



Health & Social Care
Information Centre

Health & Social Care Information Centre Invitation To Quote

Title: IBM WebSphere 2015-16 Renewal

Reference: HCON00080

1 INSTRUCTION TO BIDDERS

1.1 *About these Instructions*

These instructions provide Contractors with the information necessary to produce and submit a Tender which may be evaluated and subsequently used to form a Contract. They are designed to ensure that all tenders are given equal and fair consideration. Therefore it is important that you provide all of the information requested in the format specified.

1.2 *General Tender Information*

Bidders should note that the Health & Social Care Information Centre (HSCIC) reserve the right to hold clarification meetings / presentations with a reduced number of bidders short listed following HSCIC's evaluation team scoring.

Bidders (you) are to complete all sections of this document. Any assumptions or caveats, etc. to the pricing, delivery timescales or any other aspect of your offer should also be stated.

You should indicate in your bid any competitive advantage or additional added value services that you can provide were HSCIC to award the whole requirement on a solus basis (inclusive of any further discount).

HSCIC does not guarantee to award any contract as a result of this competition and also reserves the right to make an award against only part of your bid or to make multiple awards.

1.3 *Process Time Table*

Project deadlines and milestones are as follows:

Tender responses due by	5pm, Thursday 15th May 2015
Appointment of supplier	Friday 16th May 2015

1.4 *Accompanying Documents*

Your Tender must be submitted in accordance with the following document:

- Instructions to Bidders
- Requirement

Your Tender response must be accompanied by:

- A signed copy of the Canvassing Certificate (as per Appendix 1), confirming that the Bidder/Contractor has not canvassed any member or official of the Authority
- A signed copy of the Certificate of Non-Collusive Tendering (as per Appendix 2) confirming that the Bidder/Contractor has not engaged in collusive tendering

- If the Bidder/Contractor is a subsidiary company, a parent company guarantee bond or other form of security may be required by the Authority on completion of contract documentation

All documents requiring a signature must be signed:

- Where the Bidder is an individual, by that individual
- Where the Bidder is a partnership, by two duly authorised partners
- Where the Bidder is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose
- Where the Bidder is a consortium of two or more organisations, by duly authorised representatives of each consortium member

Please ensure that you read and follow these instructions, as failure to comply with them may invalidate your tender.

Contractors should electronically sign, date and complete their Tender, inserting their responses in the appropriate places. Contractors must **NOT** amend any of the existing text in any way.

1.5 Decline to Tender

Should you decline our Invitation To Tender (ITT) this will not prohibit your participation in future tenders.

1.6 Tender Submission

You are requested to submit your bid electronic via the CCS website by **5pm, Thursday 14th May 2015** as follows:

Bids must be headed:

Tender Ref: HCON00080

and addressed to:



Health & Social Care Information Centre

Please ensure that your bid is submitted as defined above. Note that for the purposes of this tender any other method of delivery is not acceptable and may invalidate your tender.

It is the Contractor's responsibility to ensure that tender documents are received in full no later than the tender deadline as specified. Health & Social Care Information Centre (HSCIC),

hereinafter referred to as “The Authority”, cannot be held responsible for the content of any responses that may be lost.

Tenders should be submitted in English and in MS Word using no less than font size 12pt.

1.7 Enquiries

All enquiries relating to the subject matter of this ITT must be submitted **via the CCS website only**.

Responses to **ALL** questions / queries will be sent **via the CCS website only**.

We aim to respond to all queries / questions raised within **2** working days of receipt.

Contractors should note that this document has been prepared in good faith but does not purport to be a comprehensive statement of all matters relevant to the requirement. The Authority and its advisers do not accept any liability or responsibility for its adequacy, accuracy or completeness, nor do they make any representation or warranty, expressed or implied, with respect to the information it contains.

1.8 Conditions Applying to the Tender

1.8.1 Variant Bids

Bidders must provide a tender which is fully compliant with any specified mandatory or minimum requirements. Bidders may submit an alternative bid, but this must be clearly marked as such and must clearly demonstrate added value. If you have innovative ideas which enhance quality and/or reduce cost then these would be welcome and should be addressed in a separate paper at the end of the tender and referred to in the covering letter of your response. The Authority will certainly consider, but may or may not be able to take up innovative ideas.

1.8.2 Tender Documents

Your tender must be submitted in the format out-lined and be delivered by the deadline stipulated.

All responses will be treated as Commercial-in-Confidence.

You are advised that your response may be reproduced and that no further indication or request for permission will be made. Such reproduction will be solely in connection with this procurement exercise.

We will acknowledge receipt of all tenders received, following the deadline date.

Contractors must demonstrate an ability to provide, administer and manage the requirement in accordance with current and known future legislation, codes of practice, best practice and other guidelines and to the standards, or exceed the standard, and requirements identified in the requirement and proposed contract documentation.

Prices and rates quoted must be fixed and firm for the stipulated period unless price breaks are agreed. All submitted tender prices and rates must be in pounds sterling and exclusive of Value Added Tax.

Tender responses must include details of delivery timescales for the product(s) or solution(s) requested within the Invitation to Tender.

1.8.3 Incomplete Tenders

Tenders may be rejected if you do not provide all the information that is requested in this ITT. It is in your interest to ensure that the tender is checked thoroughly before it is submitted. All decisions to reject tenders following receipt of incomplete tenders will be at the discretion of the Authority.

1.8.4 Acceptance of Tenders

By issuing this ITT the Authority is not bound in any way and does not have to accept the lowest value of any tender.

Receipt of this ITT does not in any way imply the existence of a commitment or contract. No Tender will be deemed to have been formally accepted until the Contractor has received a formal acceptance in writing.

Contractors must clearly state which services are to be provided from in-house resources and any that are to be subcontracted.

1.8.5 Period for Which Tenders will Remain Valid

Unless otherwise stated by the Contractor, tenders shall remain valid for **90** days from the closing date for the receipt of tenders.

1.8.6 Copyright

Contractors should note that copyright in this ITT rests with the Authority and its contents should be treated as Commercial in Confidence.

Reproduction of this document, either whole or in part, is forbidden except with the express permission of the Authority.

1.8.7 Amendments to the ITT Documents

The Authority reserves the right to amend the enclosed ITT documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by [REDACTED] [REDACTED] Where amendments are significant, the Authority may, at its discretion, extend the deadline for receipt of tenders.

Bidders must not alter the format or content of the enclosed ITT documents in any way.

1.8.8 Inducements

Offering an inducement of any kind relating to obtaining this or any other agreements with the Authority will disqualify your tender from being considered and may constitute a criminal offence.

1.8.9 Costs and Expenses

You will not be entitled to claim from the Authority any costs or expenses incurred during the tender process whether or not your tender is successful. Such costs to include costs incurred in the preparation and submission of your tender and any additional costs that you may incur if the Authority modifies or amends the tender requirements including the Statement of Requirements.

1.8.10 Confidentiality

Operating equitable tendering procedures relies on complete confidentiality of costing structures and any other information that may have a direct bearing on the tender outcome. It is therefore mandatory that such information is not disclosed to any third party before the contract is awarded and Contractors are notified.

It is also mandatory that no discussion, canvassing or soliciting of the Authority staff takes place, which may be deemed to have a bearing on the construction of a tender response.

Any breach of this confidentiality may render the tender invalid, except where essential information to cover the requirements of either insurance companies/brokers or financial planning requirements is requested by the Authority, prior to the official tendering process being carried out.

All information supplied by the Authority to you must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purpose of submitting the tender. All information supplied by you to the Authority will similarly be treated in confidence except for the disclosure of such information with regard to the outcome or the procurement process.

1.8.11 Evaluation

The tender process will be conducted so as to ensure that tenders are evaluated fairly and equally. Any contract awarded will be awarded on the basis of the offer which is the most economically advantageous from the point of view of the Authority. You may formally request a debriefing from the Authority if you are not successful in acquiring the contract award.

1.8.12 Contracts

Any Contract awarded will be subject to the Terms and Conditions of Contract relevant to this framework agreement.

The Authority reserves the right to amend the draft contract during this exercise. Contractors will be required to signify agreement in principle to the final Contract determined by the Authority.

In addition, the Authority reserves the right to cancel this tender exercise without the need for explanation where circumstances arise that would make this necessary.

The Authority expressly reserves the right:

- (i) Not to award any contract as a result of the current procurement process; and
- (ii) To make any changes which it may see fit to the content or structure of the procurement process.

1.8.13 Canvassing

Any Contractor who;

- a) Directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Authority concerning the process leading to the award of the Contractor; or
- b) Directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Authority concerning any other Contractor or proposed Contractor; or
- c) Directly or indirectly canvasses any member, employee, agent or contractor of the Authority concerning the award of the contract;

may to be disqualified from the tender process by the Authority.

1.8.14 Transparency

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the contract, to the general public.

The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.

The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

2 Requirement

Please could you provide a quote and lead time(s) / delivery timescale(s) for the following **software maintenance renewal** using the above reference number.

All bids must be attached to the ITQ registered on the CCS website.

Dates to cover: 01/05/2015 – 30/04/2016

Part code: E025QLL

Qty: 1610

Description: IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

Part code: E025SLL

Qty: 1400

Description: IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

Part code: E01MJLL

Qty: 4

Description: IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal

Part code: E0256LL

Qty: 500

Description: IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

[FOR SW LICENCES / RENEWALS]

Please note that for all purchases and renewals, where possible, the PLA for this contract should be changed to [REDACTED] unless otherwise stated.

Please apply any NHS discounts applicable to this vendor and/or these products.

Any award decision will be made based on the most economically advantageous bid within specification.

Please post any questions regarding this ITQ on the CCS website. In the event of any queries, we will endeavour to answer these within two working days of receipt.

APPENDIX 1

CANVASSING CERTIFICATE

We hereby certify that we have not canvassed any member, employee, agent or contractor of the Authority in connection with the award of the contract for the Deliverables or any other proposed contract for the Deliverables and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not in the future canvass or solicit any member, employee, agent or contractor of the Authority in connection with the award of the contract for the Deliverables or any proposed contract for the Deliverables and that no person employed by us or acting on my/our behalf will do any such act.

Signed:

Position:

For and on behalf of:

Dated:

Signed:

Position:

For and on behalf of:

Dated:

APPENDIX 2

CERTIFICATE OF NON-COLLUSIVE TENDERING

The essence of the tendering process is that the Authority shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide tender and we have not;

1. entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made; or
2. informed any other person, other than the person calling for this tender, of the amount or the approximate amount of our tender except where the disclosure, in confidence, of the approximate amount of our tender was necessary to obtain quotations necessary for the preparation of our tender, for insurance purposes, for performance bonds and/or parent company guarantees or for professional advice required for the preparation of our tender; or
3. caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) above or to inform us of the amount or the approximate amount of any rival tender for the Deliverables; or
4. committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
5. offered or agreed to pay or 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 in relation to any other tender or proposed tender for the Deliverables any act or omission; or
6. canvassed any person referred to in paragraph 1 above in connection with the Deliverables.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 6 above before the hour and date specified for the return of the tender nor shall we do so:

- (1) before the contract award is announced; or
- (2) in the event of our tender being accepted or our being appointed preferred bidder, prior to completion of a contract between us and the Authority.

In this certificate, the word “person” includes any person, body or association, corporate or unincorporated and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

We acknowledge that if we have acted or act in contravention of this Certificate of Non-Collusive Tendering then the Authority shall be entitled to reject our tender, or after award of any contract pursuant to this process that contract may be rescinded, and that if such rejection or rescission occurs we will indemnify the Authority against all loss and expense arising out of or in connection with



such rejection or rescission.

Signed:

Position:

For and on behalf of:

Dated:

Signed:

Position:

For and on behalf of:

Dated:



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Health & Social Care Information Centre Invitation To Quote

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Reference: HCON00080

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It is also mandatory that no discussion, canvassing or soliciting of the Authority staff takes place, which may be deemed to have a bearing on the construction of a tender response.

Any breach of this confidentiality may render the tender invalid, except where essential information to cover the requirements of either insurance companies/brokers or financial planning requirements is requested by the Authority, prior to the official tendering process being carried out.

All information supplied by the Authority to you must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purpose of submitting the tender. All information supplied by you to the Authority will similarly be treated in confidence except for the disclosure of such information with regard to the outcome or the procurement process.

1.8.11 Evaluation

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1.8.12 Contracts

Any Contract awarded will be subject to the Terms and Conditions of Contract relevant to this framework agreement.

The Authority reserves the right to amend the draft contract during this exercise. Contractors will be required to signify agreement in principle to the final Contract determined by the Authority.

In addition, the Authority reserves the right to cancel this tender exercise without the need for explanation where circumstances arise that would make this necessary.

The Authority expressly reserves the right:

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- (ii) To make any changes which it may see fit to the content or structure of the procurement process.

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Any Contractor who;

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- b) Directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Authority concerning any other Contractor or proposed Contractor; or
- c) Directly or indirectly canvasses any member, employee, agent or contractor of the Authority concerning the award of the contract;

may to be disqualified from the tender process by the Authority.

1.8.14 Transparency

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the contract, to the general public.

The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.

The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

2 Requirement

Please could you provide a quote and lead time(s) / delivery timescale(s) for the following **software maintenance renewal** using the above reference number.
All bids must be attached to the ITQ registered on the CCS website.

Dates to cover: 01/05/2015 – 30/04/2016

Part code: E025QLL

Qty: 1610

Description: IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

Part code: E025SLL

Qty: 1400

Description: IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

Part code: E01MJLL

Qty: 4

Description: IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal

Part code: E0256LL

Qty: 500

Description: IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal

[FOR SW LICENCES / RENEWALS]

Qty	IBM Part No.	Description	Unit Cost	Total Cost
1610	E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	████	████████
4	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	██████	██████
500	E0256LL	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	████	████████
1400	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	██████	████████
			TOTAL	£52,007.92

This quote is valid for 30 days from quote date above.*



Please note that for all purchases and renewals, where possible, the PLA for this contract should be changed to [REDACTED] unless otherwise stated.

Please apply any NHS discounts applicable to this vendor and/or these products.

Any award decision will be made based on the most economically advantageous bid within specification.

Please post any questions regarding this ITQ on the CCS website. In the event of any queries, we will endeavour to answer these within two working days of receipt.

APPENDIX 1

CANVASSING CERTIFICATE

We hereby certify that we have not canvassed any member, employee, agent or contractor of the Authority in connection with the award of the contract for the Deliverables or any other proposed contract for the Deliverables and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not in the future canvass or solicit any member, employee, agent or contractor of the Authority in connection with the award of the contract for the Deliverables or any proposed contract for the Deliverables and that no person employed by us or acting on my/our behalf will do any such act.

Signed:



Position:



For and on behalf of:

Insight Direct (UK)Ltd



Dated:

14/05/2015

Signed:

Position:

For and on behalf of:

Dated:

APPENDIX 2

CERTIFICATE OF NON-COLLUSIVE TENDERING

The essence of the tendering process is that the Authority shall receive bona fide competitive tenders from all Tenderers. We, the undersigned, hereby certify that this is a bona fide tender and we have not;

1. entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made; or
2. informed any other person, other than the person calling for this tender, of the amount or the approximate amount of our tender except where the disclosure, in confidence, of the approximate amount of our tender was necessary to obtain quotations necessary for the preparation of our tender, for insurance purposes, for performance bonds and/or parent company guarantees or for professional advice required for the preparation of our tender; or
3. caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) above or to inform us of the amount or the approximate amount of any rival tender for the Deliverables; or
4. committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
5. offered or agreed to pay or 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 in relation to any other tender or proposed tender for the Deliverables any act or omission; or
6. canvassed any person referred to in paragraph 1 above in connection with the Deliverables.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 6 above before the hour and date specified for the return of the tender nor shall we do so:

- (1) before the contract award is announced; or
- (2) in the event of our tender being accepted or our being appointed preferred bidder, prior to completion of a contract between us and the Authority.

In this certificate, the word “person” includes any person, body or association, corporate or unincorporated and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

We acknowledge that if we have acted or act in contravention of this Certificate of Non-Collusive Tendering then the Authority shall be entitled to reject our tender, or after award of any contract pursuant to this process that contract may be rescinded, and that if such rejection or rescission occurs we will indemnify the Authority against all loss and expense arising out of or in connection with such rejection or rescission.



Signed:

[Redacted]

Position:

[Redacted]

For and on behalf of:

Insight Direct (UK) Ltd

[Redacted]

Dated:

14/05/2015

Signed:

Position:

For and on behalf of:

Dated:



Health & Social Care
Information Centre

Procurement & Commercial Delivery
1 Trevelyan Square
Boar Lane
Leeds
LS1 6AE

Tel: [REDACTED]

20/05/2015

[REDACTED]
Insight Direct (UK) Ltd
The Atrium
1 Harefield Road
Uxbridge
UB8 1PH

Dear [REDACTED]

HCON00080 – IBM WebSphere 2015-16 Renewal

Further to your recent submission of a Tender for the above Further Competition carried out under the Crown Commercial Service Technology Products (RM1054) framework, I am writing to advise that the Further Competition is now complete.

I am pleased to inform you that Insight Direct (UK) Ltd ranked first in our evaluation and therefore Health and Social Care Information Centre (HSCIC) would like to award the IBM WebSphere 2015-16 Renewal to you for the duration of 12 months, commencing from May 1st 2015.

Qty	Part-code	Description	Unit Cost	Total Cost
1610	E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]	[REDACTED]
1400	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]	[REDACTED]
4	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	[REDACTED]	[REDACTED]
500	E0256LL	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	[REDACTED]	[REDACTED]

Total Cost: £52,007.92

We are holding a 10 day standstill period for this Further Competition, therefore you are strongly advised not to incur any expense or enter into any binding arrangements during this pre-contract period.

You are requested not to make any press announcements regarding the award of this Further Competition until the contract has been signed by both parties.

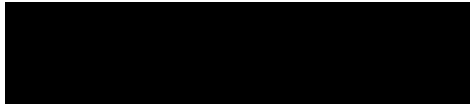
A copy of the completed Contract will be forwarded to you shortly for your signature and return.

Any amendment to this letter without prior written approval of the Authority will render the document void.

On behalf of:

Health & Social Care Information Centre

By:



Full Name:



Position:



Date: 20/05/2015

On behalf of:

Insight Direct (UK) Ltd

By

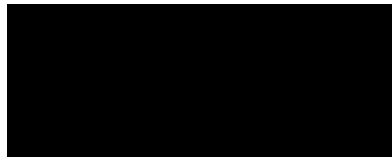
Full Name:



Position:



Date: 20/05/2015



Yours Sincerely,

