



Crown
Commercial
Service

FURTHER COMPETITION

FOR

**BATCM/0325 - MORPHEUS Test and Reference Centre
(MTRC) Server Solution**

CONTRACT

UNDER FRAMEWORK RM3733 TECHNOLOGY PRODUCTS 2

CONTENTS

1.	GLOSSARY.....	3
2.	INTRODUCTION.....	3
3.	OVERVIEW OF INVITATION TO TENDER.....	3
4.	FURTHER COMPETITION TIMETABLE	4
5.	QUESTIONS AND CLARIFICATIONS.....	4
6.	PRICE	5
7.	SUBMITTING A TENDER	5
8.	TENDER EVALUATION	5
9.	CONTRACT AWARD	5
	APPENDIX A – ORDER FORM - TERMS OF THE FURTHER COMPETITION.....	6
1.	INTRODUCTION.....	6
2.	CONDUCT	6
3.	COMPLIANCE.....	7
4.	RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION.....	7
	APPENDIX B – SPECIFICATION	7
1.	INTRODUCTION AND BACKGROUND TO THE AUTHORITY	7
2.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	7
3.	SPECIFICATION.....	7
4.	SUPPLIER OUTCOME LETTERS AND CALL OFF CONTRACTS	7
	APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE.....	8
1.	INTRODUCTION.....	8
2.	DOCUMENT COMPLETION	8
3.	RESPONSE TEMPLATE.....	8

1. GLOSSARY

- 1.1 In this Further Competition Invitation, the following words and phrases have the following meanings:

“Authority” means the Ministry of Defence Battlefield And Tactical Communication and Information Systems (BATCIS) Delivery Team, Ash 0a #3008, NH3, MoD Abbey Wood South, BS34 8JH;

“CCS” means Crown Commercial Service;

“Contract” has the meaning set out in Framework Agreement Schedule 4;

“Further Competition” means the process used to establish a Contract that facilitates the provision of MORPHEUS Test and Reference Centre Hardware and Software;

“Further Competition Template and Invitation to Tender” means this document and all related documents published by the Authority in relation to this Further Competition;

“Marking Scheme” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

“Minimum Total Score” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

“Total Score Available” means the maximum potential score that can be awarded for a response to a question;

“Potential Provider” means a company that submits a Tender in response to the Further Competition Invitation;

“Supplier” means the Potential Provider with whom the Authority has concluded the Contract;

“Tender” means the Potential Provider’s formal offer in response to the Invitation to Tender;

“Tender Clarifications Deadline” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

“Tender Submission Deadline” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

2. INTRODUCTION

- 2.1 This Further Competition Invitation relates to the Further Competition to award a software and hardware supply Contract to a sole Supplier.
- 2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.
- 2.3 This Further Competition is being conducted under the CCS Technology Products 2 Framework Agreement (reference RM3733).

3. OVERVIEW OF INVITATION TO TENDER

- 3.1 The following appendices accompany this ITT:

3.1.1 Appendix A – Order Form

Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition as per the core clauses of the contract, alternative and additional provisions and specific standards.

3.1.2 Appendix B – Specification of goods or services under the relevant Lot

A detailed description of the Goods and/or Services that the Supplier will be required to supply to the Authority.

3.1.3 Appendix C – Further Competition Questionnaire

The questionnaire created by the Authority is used to test the suitability of the Suppliers to meet necessary criteria in order to provide the required goods/ or services. This is used to provide final scoring and decide the successful supplier.

4. FURTHER COMPETITION TIMETABLE

- 4.1 The timetable for this Further Competition is set out in the table below.
- 4.2 The Authority may change this timetable at any time. Potential Providers will be informed if changes to this timetable are necessary.
- 4.3 The Authority must receive all Tenders before the Tender Submission Deadline.
- 4.4 Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.

DATE	ACTIVITY
Wednesday 27/11/2019	Publication of the Further Competition Invitation
Wednesday 27/11/2019	Clarification period starts
Friday 06/12/2019	Clarification period closes (" Tender Clarification Deadline ")
Monday 09/12/2019	Deadline for the publication of responses to Tender Clarification questions
Wednesday 11/12/2019 1600hrs	Deadline for submission of a Tender to the Authority Contract (" Tender Submission Deadline ")
Wednesday 18/12/2019	Expected commencement date for the Contract

5. QUESTIONS AND CLARIFICATIONS

- 5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.
- 5.2 Clarification Questions should be submitted to the MORPHEUS Group Mailbox, ISSComrcl-BATCIS-MORPHEUS-Grp@mod.gov.uk, cc'ing in Claire.Bennett120@mod.gov.uk. Questions will be reviewed, and the question and answer will be distributed to all potential providers. The Authority anticipates that this will be done within two working days.
- 5.3 The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.
- 5.4 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.

5.5 After the CQ response deadline, all responses given will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.

5.6 At times the Authority may issue communications to the email address for the Potential Provider contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

6. PRICE

6.1 The overall price submitted by Potential Providers shall include prices for all the items specified, and any delivery. It shall be exclusive of VAT and shall be given in GBP. The price shall be a firm price.

7. SUBMITTING A TENDER

7.1 Potential Providers should submit their Tenders via the MORPHEUS Group Mailbox, ISSComrcI-BATCIS-MORPHEUS-Grp@mod.gov.uk, by Monday 09/12/2019 1600hrs.

7.2 A Tender must remain valid and capable of acceptance by the Authority for a period of 30 calendar days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

8. TENDER EVALUATION

8.1 Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).

8.2 The potential provider who receives the highest compliant score for the “Price” element of the Tender will be awarded the status of preferred bidder.

8.3 The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

QUESTION NUMBER	QUESTION	TOTAL SCORE AVAILABLE
1	Company Information	Information Only
2	Potential Provider Contact	Information Only
3	Mandatory Questions	Pass / Fail
4	Delivery Date	Tie Break if applicable
5	Price	100
Total		100

9. CONTRACT AWARD

9.1 The Potential Provider that achieves the highest total score will be awarded the Contract.

9.2 If two or more Potential Providers obtain the highest total score, the Potential Provider with the shortest time period for the “Delivery” question of the tender will be deemed the winner and be selected as Preferred Bidder.

9.3 If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded Preferred Bidder status provided that they pass the PASS/FAIL questions.

APPENDIX A – ORDER FORM - TERMS OF THE FURTHER COMPETITION

1. INTRODUCTION

- 1.1 The Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.
- 1.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

2. CONDUCT

The Potential Provider agrees to abide by these Further Competition Terms and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

2.1 Contact and Canvassing During the Further Competition

The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.

2.2 Collusive Behaviour

- 2.2.1 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
 - 2.2.1.1 fix or adjust any element of the Tender by agreement or arrangement with any other person;
 - 2.2.1.2 communicate with any person other than the MoD Commercial Officer about the value, price or rates set out in the Tender; or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
 - 2.2.1.3 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
 - 2.2.1.4 share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;
 - 2.2.1.5 offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.
- 2.2.2 If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

- 2.2.3 The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

3. COMPLIANCE

The Potential Provider agrees that in cases where their Tender is deemed non-compliant when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

4. RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION

- 4.1 The Authority reserves the right:
- 4.1.1 to amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;
 - 4.1.2 to vary any timetable or deadlines set out in the Further Competition Invitation;
 - 4.1.3 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;
 - 4.1.4 to cancel all or part of the Further Competition at any stage at any time.
- 4.2 The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

APPENDIX B – SPECIFICATION

1. INTRODUCTION AND BACKGROUND TO THE AUTHORITY

- 1.1 The Battlefield and Tactical Communications and Information Systems delivery team (BATCIS) sits within the Information Systems and Services (ISS) arm of the MoD, which itself deals with a wide range of computing, networking, and military communications requirements. BATCIS focuses primarily on the delivery of military capability, delivering sub-programmes such as MORPHEUS, the next generation of Tactical Communication and Information Systems (TacCIS).

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The Authority is seeking to equip a branch of its Land Systems Reference Centre (LSRC) with hardware and software enabling the testing and reference of MORPHEUS equipment. This capability sits in the MORPHEUS Test and Reference Centre (MTRC).

3. SPECIFICATION

- 3.1 The Authority is seeking the provision of a number of items of hardware and software, as set out in the Call-off Order Form attached to this requirement. This is to be a one-off requirement for the supply of the items specified.
- 3.2 All quotations are to be sourced from Lot 3 (Combined Software and Hardware Requirements) under the CCS Technology Products 2 framework agreement RM3733.

4. SUPPLIER OUTCOME LETTERS AND CALL OFF CONTRACTS

- 4.1 Upon Contract Award Suppliers will be notified of the tender outcome by Letter or other formal means.

APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

1. INTRODUCTION

- 1.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.
- 1.2 The following information has been provided in relation to each question (where applicable):
- 1.2.1 Weighting – highlights the relative importance of the question;
 - 1.2.2 Guidance – sets out information for the Potential Provider to consider when preparing a response; and
 - 1.2.3 Marking Scheme – details the marks available to evaluators during evaluation.

2. DOCUMENT COMPLETION

- 2.1 Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.
- 2.2 Potential Providers **must not** alter / amend the document in any way.
- 2.3 Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document, the Call-Off Order Form, or the Pricing Template.

3. RESPONSE TEMPLATE

1 COMPANY INFORMATION		
1.1	Please state your full company name	Centerprise International

2 POTENTIAL PROVIDER CONTACT		
2.1	Please state the contact's name	David Taylor
2.2	Please state the contact's telephone number	07889 433802
2.3	Please state the contact's e-mail address	David.taylor@centerprise.co.uk

3 PASS/FAIL QUESTIONS		Pass/Fail	
Please Note: The following question is a Pass / Fail question, therefore if a Potential Provider cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer.			
3.1	Has your organisation provided a proposal which includes the supply of all the items, in their correct quantities and specifications, listed in the specification in the call-off order form?	Yes	

3.2	Will the Goods specified in Section C of the Call Off Order Form be delivered to the specified location by no later than 31 st January 2020?	Yes	
-----	---	-----	--

4 DELIVERY DATE	
Guidance:	
This question serves to inform the Authority of the lead time for delivery of the items. In itself it will not receive a mark, however, in the instance that two or more potential providers quote equal lowest prices, it will allow the Authority to select a preferred bidder.	
Question:	
Please provide information on the shortest lead time for delivery of <i>all</i> items specified to the correct location.	
<p>Currently, at this juncture, everything is on a 3-5 working day lead time from the point of a valid order from Centerprise.</p> <p style="text-align: right;">Maximum 50 words</p>	
Marking Scheme:	
The following marking scheme will be used to assess the response provided to this question:	
	This question will not receive a mark in itself, however, if two or more potential providers quote a compliant equal lowest price for fulfilling the requirement, the tied company providing the shortest lead time in answer to this question will be awarded the status of preferred bidder.

5 PRICE	Weighting: 100%
Guidance:	
Overall price should be given in the shaded blue box. This will be the total price as worked out in the pricing template attached to this requirement.	
All prices shall be in GBP, inclusive of Contract Options, and exclusive of VAT. Should the contract be awarded without exercise of the option, the contract price will be the amount shown below, less the value of the option as given in the pricing template.	
Question:	
Overall price:	£[REDACTED]
Marking Scheme:	
The maximum mark available for Price will be 100. This mark will be awarded to the lowest	

priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.

The calculation that will be used to determine marks is as follows:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 100 \text{ (maximum mark available)}$$