

 **ITT responses to clarification questions CBC 2016-017 – Issue 2 dated 10 May 2016**

 **Tender:** **e-Procurement Solution**

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| **ID:** | **Subject area** | **Document / reference** | **Clarification Question:** | **Responses by Cotswold District Council:** |
| ***1*** |  *Draft Contract* | *29.1* | *This clause as formulated would appear to effectively mean a handover of all IP developed by the vendor/consultant under any of its operations in conflict with other customer agreements. It would also mean that any standard software product vendor would have to transfer ownership of any code developed or changed within its product(s) preventing its further business with other clients or the vendor would have to stop any enhancements and development of its products in conflict with requirements xx, xx and xx. Can you clarify whether the clause should be interpreted as a requirement to transfer any software only which (a) is separable from its standard software, and which (b) is paid for by Cotswold?* | ***Question: Can you clarify whether the clause should be interpreted as a requirement to transfer any software which******(a)          Is separable from its standard software, and which******(b)          Is paid for by Cotswold.******Answer: The only “Intellectual Property” (as that expression is defined in the contract conditions) which will vest in the Council as a result of this clause is that which is specifically produced by the Contractor in the course of performing the contract or which is produced exclusively for the purpose of performing those services.  By way of an example, if in the course of performing the contract the Contractor creates a document or drawing for the Council using proprietary software which already belongs to the Contractor or a third party then the Intellectual Property Rights in the document or drawing will vest in the Council, but the Intellectual Property Rights in the proprietary software will not.******Thus, in the case of software, it is true to say that the condition will only relate to software developed as a consequence of performing services or bespoke software for the exclusive performance of it.  The question of payment is not, however, a pre-requisite for the condition to apply, although in reality payment will be made for the provision of the service as a whole including any Intellectual Property Rights which are developed as a result.*** |
| ***2*** | *Pricing Schedule* | *Part C. Section 9.* | *Ref Part C, Section 9, Pricing Schedule, please can you clarify the P1 pricing to be shown is for four years?**Please can you confirm that the notice contract value of £50,000 is for the total system for four years?* | *This is an approximate value*  |
| ***3*** | *General* | *N/A* | *Please forward any documentation necessary or indicate if we only need the two documents as on the Contracts Finder advert.* | *All required documentation is up on Contracts Finder* |
| ***4***  | *General* | *N/A* | *Could you please confirm that that the documents provided through contracts finder are the only relevant documents?* | *As above* |
| ***5*** | *ITT* | *Part A.**Section 2* | *Email address given for queries regarding the eprocurement tender is bouncing saying the domain name does not exist.**In the documents it states it is procurement@gosharedservices.gov.uk* | *It should be .org.uk and not .gov.uk. The correct address is* ***procurement@gosharedservices.org.uk*** |
| **6** | *ITT* | *Part B**Mandatory**Requirements* | *In order for any solution to create a true spend analysis it will need to interrogate your ERP or FMS systems, so on this basis it looks as though your requirements have changed from your last tender as you now require a separate Spend Analysis tool – is this correct? Or are you looking at the recorded estimated values of procurement activities that have been concluded via the system and recorded within the contract register facility?* | *We are not looking at this stage to interrogate the ERP, but looking at the recorded estimated values of procurement activities that have been concluded via the system and recorded within the contract register facility. Please state for information only whether a Spend Analysis tool can be added to your solution later if required.* |
| **7** | *ITT* | *Part B Desirable Requirements* | *Your requirements for D7 would indicate that you would like to integrate the sourcing tool with your separate ERP systems – as your requirements are of a vague nature can you please provide a more detail scope of your requirements in this area including any other ERP solutions you wish to integrate with other than Agresso,or is it just the Agresso system?* | *We are looking for a statement in principle that the Solution is capable of integration with ERP systems, we currently utilise Agresso.* |
| **8** | *ITT* | *Part B Desirable requirements* | *Our service is available 24/7. Can you please confirm your required ‘manned support’ desk core hours – you reference 8.00am – 6.00pm Monday to Friday – is there any flexibility in this?* | *This would be our ideal manned core hours based on some partner requirements where start time is 07:30 hrs. However, if this cannot be achieved then please state the core hours that you operate. If all bidders offer similar manned hours for example 09:00 - 17:00 hrs Monday to Friday then we will score accordingly.*  |
| **9** | ITT | Part CSection 7 – Suitability Assessment Questionnaire | Regarding section C: Compliance with equality legislation; question 3 “If you use sub-contractors” – if we don’t we subcontractors can we ignore that question or should we answer NO? | Please state Not applicable we do not use sub-contractors |
| **10** | ITT | Part D - Section 15 - Parent Company Guarantee | Regarding section D Same as above; if we don’t use subcontractors should we ignore the question? | Please state Not applicable we do not use sub-contractors |
| **11** | ITT | Part C. Section 9 | I understand that the estimated value given is only an approximate at £50k; however could you please advise if this is estimation is over the life of the contract or if in fact this should read £50k per annum, as the two would be significantly different. | The value stated is an approximate value.The Council and its the partners require a total cost for providing the service to all six organisations for a four period subject to a two year contract and two year extension. |
| **12** | ITT | Part B Desirable requirements | Regarding the PSN, we do not believe that this applies to us as you will be using a hosted solution and therefore it is not on your network so should not impact or even be part of your PSN network. | Please state as such in your response to Part C – Section 8 Desirable Question D1. |
| **13** | ITT | Grounds for discretionary exclusion – Part 2 | In section 5.3 of the tender a question is asked regarding whether you are part of a wider group and if yes, would the Parent Company be willing to provide a guarantee if necessary. Usually, the answer to this would likely be no. Then another question asks if no, you would be able to obtain a guarantee elsewhere e.g. from a bank, in our experience a bank reference is usually requested rather than a guarantee, and they may not provide a guarantee as standard. So if we said no to both parts (even though we hold a good set of accounts) what would be the implications on our tender? Is a guarantee really required? | The Authority may require (at the point of contract award) the successful tenderer to enter into a guarantee or bond.**PASS**You have answered YES to 5.3(a) and are prepared to provide a guarantee from your ultimate / parent company; orYou have answered YES to 5.3(a) and are not prepared to provide a guarantee from your ultimate / parent company but you are able and prepared to obtain a guarantee elsewhere; orYou have answered NO to 5.3(a) and are able and prepared to obtain a guarantee elsewhere.**FAIL**You have answered YES to 5.3(a) but are not able and prepared to provide a guarantee from your ultimate / parent company or obtain a guarantee from elsewhere; orYou have answered NO to 5.3(a) and are not able to obtain a guarantee from elsewhere. |
| **14** | ITT | Part B Mandatory | With ref to Mandatory question M1, is it understood that all OJEU forms need to be available in the system to be compliant to the EU Legislation and The Public Contracts Regulation? | To ensure that the e-Procurement Solution has the OJEU current forms / templates that are required to ensure the contracting authority’s compliance with EU and UK legislation, and Public Contracts Regulations for publishing, opportunities, awards etc. |
| **15** | ITT | Part B Desirable | With ref to D19, is there a requirement to have an auto score capability in the evaluation tool? | An auto score capability would be desirable in the evaluation tool, but not essential. |
| **16** | ITT | Part BDesirable | With ref to D19, is there are a requirement to have template evaluation models and questions for re-use? | Yes we would prefer that template evaluation models and questions could be utilised again for re-use on other similar tender opportunities. This is linked to the requirement in D16. |
| **17** | ITT | Part BDesireable | With ref to D23, should the training/demo environment be dedicated to GO Services so that you can keep your data separate from any other organisation? | We envisage the training/demo environment would be utilised by GOSS Procurement and Trainers via restricted access to test any updates or scenarios. Where practical we will have a common approach to Procurement, so the training demo would not necessarily have six or more clients. If however, the training demo environment is a replica of live this is also acceptable with restricted access. |
| **18** | ITT | Draft Contract  | 4. With ref to Draft Contract. 29.1 and your clarification response, the word ONLY was missed out in your copying of our question which we are repeating here:“Can you clarify whether the clause should be interpreted as a requirement to transfer any software ONLY which (a) is separable from its standard software, and which (b) is paid for by Cotswold?Please confirm your response applies to the above question. | Confirmed |
| **19** | ITT | Draft Contract | In addition, for clarity, is it understood that any IPR relating to current and future releases and development of code on the SaaS model in the normal course of software upgrades and enhancements and which is for use by all our clients (as it is a SaaS model), will not vest in the Council? | Confirmed |