

# **SSRO**

Single Source  
Regulations Office

## **Guidance Development and Delivery Digitisation Invitation to Tender**

**19 November 2020**

## Table of Contents

1.	Introduction	3
2.	The SSRO	3
3.	Service requirements	3
4.	Guidance for bidders	4
	Instructions to suppliers submitting a Tender	4
	Timetable	5
	Questions about this ITT	5
	Return of Tenders	5
	Tender requirements	6
	Form of Tender	6
	Response to Tender Questions	7
	Pricing Schedule	7
	Insurance	7
	Sub-contractors and consortiums	7
	Statement of Conduct	8
5.	Evaluation	8
6.	Transparency	11
7.	Canvassing and bidders conduct	12
8.	Conflicts of interest	12
9.	Acceptance of Tenders	12
10.	Bid costs	13
11.	Terms and Conditions	13
12.	Documents provided with this ITT	13

## 1. Introduction

- 1.1 This Invitation to Tender (ITT) is issued by the Single Source Regulations Office (SSRO) for the appointment of a specialist to advise on the costs and benefits of technology that could enable
  - guidance development and delivery.
- 1.2 The content of this ITT is for use by prospective bidders who wish to submit a Tender in relation to the delivery of the Service, which is set out in the specification (**Appendix 1**).
- 1.3 This ITT is provided on the basis that it is and shall remain the property of the SSRO and must only be used for the purposes of responding to this tender opportunity.
- 1.4 This document contains the information and instructions that bidders will need in order to submit a compliant Tender. The SSRO will evaluate compliant Tender submissions in accordance with the methodology set out in this ITT.

## 2. The SSRO

- 2.1 The Defence Reform Act 2014 ('the Act') created a regulatory framework for single source defence contracts. The framework places controls on the prices of qualifying contracts and requires greater transparency on the part of defence contractors.
- 2.2 The Single Source Regulations Office (SSRO) is an executive non-departmental public body, sponsored by the Ministry of Defence. We are at the heart of the regulatory framework, supporting its operation. When undertaking our statutory functions, we aim to ensure that:
  - good value for money is obtained in government expenditure on qualifying defence contracts; and
  - That persons who are parties to qualifying defence contracts are paid a fair and reasonable price under those contracts.
- 2.3 Additional general information about the SSRO can be found on the website:  
**<http://www.gov.uk/government/organisations/single-source-regulations-office>**

## 3. Service requirements

- 3.1 The SSRO's Corporate Plan 2020-2023 (Objective 7) highlights and explains their ambition to enable the digital transformation of how they operate and the way they deliver their services and functions. In pursuit of this objective the SSRO has been considering the potential for technology to assist in two aspects of its work:
  - the management of its response to reporting issues – those related to the statutory reporting system within which suppliers with contracts regulated by the Act and Regulations report about those contracts and their operations; and
  - the development and delivery of the guidance it provides to stakeholders, for example, on statutory reporting and on the pricing of regulated contracts.
- 3.2 The SSRO is seeking to appoint a contractor to obtain specialist advice on the costs and benefits of technology that could enable guidance development and delivery.
- 3.3 The SSRO wishes to procure the services of a business systems consultant with expertise in content management to advise us on the tools that may be best suited to our requirements and circumstances. The Specification, which will form part of the contract with the successful

bidder, is provided as a separate attachment to this ITT at **Appendix 1**, and it sets out the requirements of the SSRO.

- 3.4 The contract is expected to commence on 4 January 2021 and be completed by 12 March 2021.
- 3.5 Bidders must address the requirements of the Specification in their Tenders. The successful bidder will be able to demonstrate a full understanding of the requirements and will have the ability and commitment to provide a comprehensive service to the SSRO.

### **Minimum Requirements**

- 3.6 Any bidder that does not meet the following requirements **will be rejected automatically** and will be disqualified from further participation in the procurement process:
  - i) Bidders must ensure that all personnel assigned to the contract have undergone personnel security checks equivalent to the HMG baseline personnel security standard.
  - ii) Bidders must have Cyber essentials plus and ISO27001 certifications.
- 3.7 Copies of certificates or certification numbers to evidence these criteria must be provided with tender submissions.

## **4. Contract for Reporting Issues Management Process Digitisation**

- 4.1 The SSRO is also seeking, by a separate process, obtain specialist advice on the costs and benefits of technology that could enable issues management (**SSRO-C-98 Reporting Issues Management Process Digitisation**). The SSRO wishes to procure the services of a suitably qualified expert in the application of the Microsoft technology stack including Power Platform products to advise on how we can deploy currently available technologies to best effect in support of our ambitions.
- 4.2 Bidders may submit a tender for one contract, or for both. Should a bidder wish to tender for both contracts, separate tender submissions are required for each.
- 4.3 Should a bidder chooses to submit a tender for both contracts, they are invited to identify separately as part of their tender submissions the synergies and other benefits that will arise, together with any discount that would be applied, in the event that they are awarded both contracts. These matters, however, do not form part of the evaluation for each tender. Each contract will be awarded by separate process in accordance with the evaluation criteria and methodology set out in the respective Invitation to Tender documents.

## **5. Guidance for bidders**

### **Instructions to suppliers submitting a Tender**

- 5.1 Please read this guidance on the tendering procedures carefully. Bidders must ensure that they are familiar with the nature and extent of the obligations in participating in this procurement process. The SSRO reserves its right to revise the procurement documentation and, in so doing, will re-issue such documentation via Contracts Finder where appropriate.
- 5.2 Tenders must be submitted strictly in accordance with the instructions contained within this ITT. Failure to comply with the instructions, or failure to return a compliant Tender may invalidate a Tender submission. It is important, therefore, that bidders provide all the information required and, in the format, specified in this ITT.

- 5.3 The information contained in this ITT, the supporting documents and in any related written or oral communication is believed to be correct at the time of issue. However, the SSRO will not accept any liability for its accuracy, adequacy or completeness and no warranty is given in that regard. This exclusion does not extend to any fraudulent misrepresentation made by the SSRO.

### Timetable

- 5.4 The SSRO anticipates that the tender process will be run in accordance with the timetable set out below. However, the SSRO reserves the right to vary, amend or cancel the timetable or process at any stage prior to contract award, without liability. Where amendments are significant, the SSRO may at its discretion extend the deadline for receipt of Tenders.

Milestone	Key Date (and time)
Tender documents issued	19 November 2020
Deadline for receipt of clarification questions	26 November 2020 – 5pm
SSRO response to clarification questions	30 November 2020
Tender return deadline	7 December 2020 – 5pm
Notification of contract award decision	15 December 2020
Contract commencement date	4 January 2021

### Questions about this ITT

- 5.5 It is the responsibility of bidders to obtain at their own expense all additional information necessary for the preparation of their response to this ITT. No claims of insufficient knowledge will be entertained.
- 5.6 You may submit any clarification questions you have relating to this ITT by no later than the date and time specified in the timetable above. The SSRO will respond to reasonable requests received before the deadline. Questions received after the deadline may not be answered.
- 5.7 Please only submit clarification questions by email to the SSRO at: [tenders@ssro.gov.uk](mailto:tenders@ssro.gov.uk).
- 5.8 The title of the email should be **“Guidance and Development Delivery Digitisation - Clarification Question”**. Any clarification questions should clearly reference the document and the relevant paragraph. To the extent possible, multiple questions should be aggregated rather than sent individually.
- 5.9 The SSRO will aim to publish responses to clarification questions on Contracts Finder by the date specified in the table in paragraph 5.4. All questions and their answers will be published without revealing the identity of the individual bidder that put forward the question.
- 5.10 Clarifications issued, where deemed relevant by the SSRO, will form part of the contractual agreement between the SSRO and the contractor.

### Return of Tenders

- 5.11 Tenders must be returned by 5pm on the date specified in the timetable above. Any Tender received after this date and time will not be considered. Tenders received will be retained unopened until after the deadline for submission has lapsed. It is the bidders' responsibility to

## Development and delivery guidance digitisation: Invitation to Tender

ensure that their Tender is received no later than the stated date and time. The SSRO accepts no liability whatsoever for Tenders that are not received before the deadline, including for reasons of internet connectivity, transmission delays or errors.

5.12 Please only return Tenders by email to the SSRO at: [tenders@ssro.gov.uk](mailto:tenders@ssro.gov.uk).

5.13 The title of the email should be “**Guidance and Development Delivery Digitisation - Tender Submission**”. The documents required to be submitted with the proposal should be provided as attachments to the email.

### Tender requirements

5.14 All submitted Tenders must include the following:

- a completed Form of Tender;
- response to Tender Questions;
- a completed Pricing Schedule;
- evidence of required insurance cover and levels as noted at paragraph 5.25;
- consortium/sub-contracting proposals (where relevant);
- a completed Statement of Conduct;
- a copy of certificates, evidence or accreditations to satisfy compliance with the minimum requirements noted in paragraph 3.6;
- a copy of the bidder’s Conflicts of Interest policy and procedures;
- a declaration as to the existence or absence of any Conflicts of Interest (as defined in the Terms and Conditions) as noted at paragraph 5.32; and
- a statement that the bidder has the resources available to complete the project by 12 March 2021.

5.15 Tenders which omit any of the documents listed in 5.14, or which include documents that are not properly completed, **may be rejected**.

5.16 No qualifications, caveats or unauthorised alterations are to be included or made to the documentation supplied (including the Specification and the SSRO’s Terms and Conditions). Tenders containing such qualifications, caveats or unauthorised alterations may be rejected.

5.17 Bidders are advised to retain for themselves a copy of their submission. The SSRO reserves the right to make a charge to subsequently provide a copy of a submitted Tender.

### Form of Tender

5.18 Bidders must provide a completed Form of Tender, which is provided at **Appendix 5**.

5.19 The Form of Tender requires that bids remain valid for acceptance for **90 days** from the deadline for receipt of Tenders. If this statement is excluded, amended or qualified, the bid may be rejected.

### Response to Tender Questions

- 5.20 Bidders must complete and submit the Response to Tender Questions, which is provided at **Appendix 2**. Bidders must respond in full to each of the questions.
- 5.21 If a question is similar to a question included elsewhere in the Response to Tender Questions document, bidders should repeat the response where relevant and expand upon it as necessary. Bidders should not, however, exceed the word limits (if such word limits are indicated within the question). The SSRO will disregard any excess text beyond the stated word limit.

### Pricing Schedule

- 5.22 Bidders must complete and submit the Pricing Schedule, which is provided at **Appendix 3**. Bidders' attention is drawn to the notes within the Pricing Schedule.
- 5.23 Bidders must quote on the basis that the price and rates submitted in the Pricing Schedule remain fixed for the period of the contract. Bidders are strongly advised to check all figures and calculations before submitting their Tenders. The SSRO will not allow bidders to amend their Pricing Schedules after submission. If the Tender is accepted, the bidder will not be entitled to claim, and the SSRO will not allow, any increase in the price or rates.
- 5.24 The Tender must be based on prices which exclude Value Added Tax (VAT). This tax, if applicable, will be paid by the SSRO as an addition at the appropriate rate on the invoices when submitted.

### Insurance

- 5.25 Bidders must include, as part of their Tender, evidence to show the following types and levels of insurance are held:
- Public Liability Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event;
  - Employer's Liability Insurance to a minimum value of five million pounds; and
  - Professional Liability Insurance to a minimum value of one million for each and every claim or series of claims arising out of one event.
- 5.26 Failure to demonstrate the required insurance cover and levels may result in the bid being rejected.

### Sub-contractors and consortiums

- 5.27 If you are bidding for this contract in association with another bidder, you must explain the structure of the Tender. If you do not do so, then it may be disqualified. Bidders may not participate in more than one Consortium Tender.
- 5.28 Bidders must indicate whether they are reliant on any third parties for any aspects of fulfilling the service as specified, or if this is a consortium Tender. In such cases you should provide full details of sub-contractors, the nature of the relationship and the intended balance of work to be completed, and copies of quality assurance arrangements operating between the sub-contractors. Failure to provide this information may result in the Tender being disqualified.
- 5.29 Bidders and contractors must not, without the prior consent of the SSRO, appoint sub-contractors or add consortium partners who have not been declared as part of the initial submission. The SSRO may refuse consent for any reason, acting reasonably. This is to ensure that services are delivered in a timely, good quality and cost-effective fashion.

5.30 The SSRO may request a copy of the consortium's legal arrangements or the form of contract to be entered between the contractor and any proposed sub-contractor. Failure to provide this information may lead to the Tender being disqualified or the SSRO withholding its consent to the appointment of sub-contractors.

### **Statement of Conduct**

5.31 Bidders must provide a completed Statement of Conduct which is provided at **Appendix 6**.

### **Conflicts of Interest**

5.32 Bidders are required to declare as part of their tender submission that they have undertaken an assessment of any Conflicts of Interest (as defined in the Terms and Conditions) and whether any Conflicts of Interest exist. A declaration is required even in respect of an absence of Conflicts of Interest. Where a Conflict of Interest exists, bidders must further provide in respect to each Conflict of Interest, the information contained in clause 30.5 of the Terms and Conditions as part of their submission.

## **6. Evaluation**

6.1 The Contract will be awarded to the supplier with the most economically advantageous tender (MEAT), subject to minimum scores being achieved as set out at 6.12 and acceptability as explained at 6.20.

6.2 Tenders will be scored based on quality and price, with the weighting between these two being: quality 70 per cent; and price 30 per cent. Individual sub-weightings (where used) are referred to in the Response to Tender Questions (**Appendix 2**) and Pricing Schedule (**Appendix 3**). In the event of two or more Tenders being awarded the same highest total score, the SSRO shall choose the Tender with the lowest price.

6.3 Prior to evaluating the Tenders, the SSRO will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT. A bid which is incomplete or non-compliant may, or in some cases must, be rejected.

6.4 Appropriate individuals have been selected to undertake the evaluation and moderation of Tenders and will collectively be referred to as the "Evaluation Team".

6.5 Bidders are advised that weighted quality and price scores will be rounded to the nearest two (2) decimal places. For example: a score of 25.3268 will become 25.33 whereas a score of 25.3236 will become 25.32.

6.6 The Evaluation Team will only consider the information provided by bidders in their Tender submission, presentation and any responses to clarification questions.

6.7 The Evaluation Team will evaluate the compliant Tenders and presentations in accordance with the methodology set out below.

### **Quality**

6.8 The quality criteria carries a weighting of 70%. The quality criteria and weightings are set out in the Table below. Sub-criteria and sub-weightings, where applicable, are given in **Appendix 2**.

Quality section criteria	Quality criteria weighting
1. Service delivery	60%
2. Conflicts of interest	10%

6.9 The Quality/Technical section will be assessed based on written responses provided to each of the Tender Questions (**Appendix 2**). Each criterion has been assigned a weighting and for some, a sub-weighting, from the overall section weighting. Each criterion (or where identified, sub-criterion) will be awarded a score of between 0 and 5 based on the assessment table below.

**Assessment table**

Assessment	Score
<b>Unacceptable</b> - completely fails to meet required standard or does not provide a response	0
<b>Unsatisfactory</b> - proposal significantly fails to meet the requirements	1
<b>Weak</b> - proposal falls below the requirements	2
<b>Satisfactory</b> - proposal meets the requirements with low levels of assurance	3
<b>Good</b> - proposal meets the requirements with moderate levels of assurance	4
<b>Outstanding</b> - proposal meets the requirement with high levels of assurance	5

6.10 The score assigned to each criterion (or, where identified, sub-criterion) will be multiplied by its respective weighting (or sub-weighting) in **Appendix 2**. The weighted score will be expressed relative to the maximum score for each criterion (5) and then multiplied by 100.

$$\text{Total quality score} = \sum \frac{\text{quality score} \times \text{weighting}}{5 \text{ (the maximum score)}} \times 100$$

**Quality scoring example: Criterion 1 Service requirements**

Sub-criteria	Sub - weighting (a)	Example Score (b)	Weighted Score (a x b) = c	Final score = (c/5) x 100
Organisation experience and expertise	20%	4	0.8	16.00
Staff resourcing and expertise	20%	5	1.0	20.00
Service delivery approach	20%	3	0.6	12.00
<b>Total</b>	<b>60%</b>			<b>48.00</b>

In this example, the supplier would receive a total weighted score of 48 out of a total of 60 for Question 1.

- 6.11 The total quality score will be the sum of the individual weighted scores for each criterion.
- 6.12 A bidder must score at least 3 (“Satisfactory”) for each quality criteria (or sub-criteria). Failure to achieve this minimum score will result in the Tender being automatically rejected, regardless of its other merits.

**Price**

- 6.13 The price criteria has an overall weighting of 30%.
- 6.14 Bidders are required to complete the table in the Pricing Schedule (**Appendix 3**) to provide a daily rate for each level of specialist who may be required to undertake the work outlined in the Specification.
- 6.15 The individual day rates submitted for each level of specialist will be added together and then averaged to provide an average day rate. This will then be multiplied by 7 days (the average estimated timeframe for completing the work) to provide the total notional price for the purposes of evaluation.
- 6.16 The lowest notional price among all compliant tenders will receive the full marks available. The notional price for each of the other bids will be scored proportionately to the lowest notional price, according to the formula below.

$$\text{Pricing score} = \frac{\text{Lowest notional price}}{\text{Notional price being scored}} \times 30$$

## Pricing evaluation example

6.17 Supplier A submits the following daily rates:

Specialist level	Daily rate £
1. Follow	550
2. Assist	680
3. Apply	670
4. Enable	890
5. Ensure/Advise	980
6. Initiate/Influence	1,100
7. Set Strategy/Inspire	1,200

6.18 The notional price for Supplier A would be £6,070 (Total of all daily rates £6,070/ the number of Specialist levels 7 x the number of estimated days 7). Supplier B's notional price is £7,000. Applying the formula in paragraph 6.16 awards the maximum price score of 30.00 to Supplier A who submitted the lowest notional price, and a score of 26.01 to Supplier B.

$$A's \text{ price score} = (£6,070 / £6,070) \times 30 = 30.00$$

$$B's \text{ price score} = (£6,070 / £7,000) \times 30 = 26.01$$

## Overall ranking for the award of the contract

6.19 Price and weighted Quality/Technical scores will be added together to give a total score for each bidder, who will then be ranked accordingly.

6.20 Any Tender which in the reasonable opinion of the Evaluation Team is fundamentally unacceptable on any key point regardless of its other merits, may be rejected by the Evaluation Team, acting reasonably.

## 7. Transparency

7.1 The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to the SSRO. You should be aware of the SSRO's obligations and responsibilities under FOIA and EIR to disclose, on written request, recorded information held by the SSRO. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may be required by law to be disclosed, unless the SSRO considers that an exemption can be applied.

7.2 If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person's commercial interests, you must provide clear and specific detail as to the information concerned and the justification for it to not be disclosed. Such designation alone may not prevent disclosure if, in the SSRO's reasonable opinion, it is required by applicable legislation or policy, or where disclosure is required by the Information Commissioner, the First-tier Tribunal (Information Rights) or a court.

7.3 Additionally, for reasons of transparency, the SSRO may publish its Tender documents on a publicly searchable website. The same applies to any contract entered into by the SSRO as a result of this procurement exercise. By submitting a Tender, the supplier agrees that their participation in this procurement and any resultant contract may be made public. Where Tender documents or contracts are disclosed, the SSRO will redact them as it considers necessary and, in doing so, will have regard to the exemptions in the FOIA or EIR.

## **8. Canvassing and bidders conduct**

8.1 Offering an inducement of any kind in relation to obtaining this or any other contract with the SSRO will disqualify a suppliers Tender from being considered and may constitute a criminal offence.

8.2 Bidders will be disqualified if they:

- tell anyone else what their Tender price is or will be, before the submission deadline;
- try to obtain any information about anyone else's Tender or proposed Tender before the submission deadline; or
- make any arrangements with another bidder about whether or not they should Tender, or about either Tender price.

8.3 Should it be determined that any bidder has been communicating with any other bidder in respect to this Tender, the SSRO may, acting reasonably, disqualify both bidders.

8.4 The SSRO will investigate Tenders where the price appears to be abnormally low. If the bidder cannot provide substantial reasons for the low prices (which may include justifying the sustainability of the bid over the life of the contract), then the SSRO may reject the Tender.

8.5 You should not withdraw a Tender after the submission deadline. If you do so, and the SSRO is not satisfied with the reasons for withdrawal, then the SSRO may refuse to accept future Tenders from you.

8.6 If the SSRO disqualifies a bidder from this procurement, it will also consider whether to exclude the bidder from subsequent procurement exercises.

## **9. Conflicts of interest**

9.1 The SSRO is keen to avoid any actual and/or potential conflicts of interest. Therefore, the SSRO requires that bidders notify it immediately should there be any conflicts of interest or risks thereof. Any bidder failing to notify a conflict that is later identified will be disqualified.

9.2 Bidders should also refer to section 5 of the Specification, which covers the conflict of interest arrangements in respect to the Services.

## **10. Acceptance of Tenders**

10.1 The SSRO reserves the right to discontinue this procurement at any time or not to award any contract, without liability, and does not bind itself to accept any Tender.

10.2 Bidders are advised that in the event of their Tender being successful, the contract between the SSRO and the Contractor will only come into existence once it has been duly executed in writing by both parties.

10.3 No other purported method of acceptance (e.g. telephone call) or any action by the bidder (e.g. commencement of any work) shall be binding upon the SSRO or have any contractual effect.

10.4 Nothing contained in this ITT shall constitute an agreement. Receipt by the bidder of this ITT does not imply the existence of a contract or commitment by or with the SSRO for any purpose and bidders should note that the ITT may not result in the award of any business.

## **11. Bid costs**

11.1 Tenders are to be prepared and submitted at the cost of the bidder. The SSRO will not be liable for any costs incurred by the bidder in the preparation and submission of a Tender. For the avoidance of doubt, bid costs include fees incurred by the bidder directly or indirectly as a result of preparation and submission of this Tender.

## **12. Terms and Conditions**

12.1 In the event of a conflict between the ITT (including any of the Appendices or Schedules) and the Terms and Conditions, the Terms and Conditions shall take precedence.

12.2 The Contract will be awarded on the Terms and Conditions at **Appendix 4**. Suppliers are asked not to submit their own terms and conditions, as these will be disregarded.

12.3 The Contract will comprise:

- the SSRO's Terms and Conditions (including schedules contained therein);
- the Specification (including, where relevant, any clarifications);
- the Contractor's Tender; and
- any other agreed Schedules.

## **13. Documents provided with this ITT**

13.1 The ITT documentation pack is comprised of the following appendices:

- Appendix 1: Specification
- Appendix 2: Response to Tender Questions
- Appendix 3: Pricing Schedule
- Appendix 4: SSRO Terms and Conditions
- Appendix 5: Form of Tender
- Appendix 6: Statement of Conduct