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**FURTHER COMPETITION**

**FOR**

**PS/21/18**

**Provision of SonarSource Enterprise Edition**

**CONTRACT**

**UNDER FRAMEWORK RM6068 TECHNOLOGY PRODUCTS AND ASSOCIATED SERVICES**

1. INTRODUCTION

**1.1** This further competition invitation relates to the further competition to award a contract for the Provision of SonarSource Enterprise Edition to a sole supplier.

* 1. This further competition is being conducted under the CCS Technology Products and Associated Services Framework Agreement (RM6068) Lot 3.
  2. Authority: *Driver and Vehicle Licensing Agency*

1. THE REQUIREMENT

**2.1** The Authority is looking to renew its current SonarSource licence which expires on 10th April 2021.

The Authority requires a SonarSource Enterprise licence with support.

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| **Product** | **Duration** |
| SonarSource Enterprise Edition | 24 Months + 12 Months |

The contract duration will be for 24 months and will include an option to extend by a further 12 months.

*Only the specific products listed are required. No substitutes will be accepted.*

**Note: Any Deviations will be treated as a non-compliant bid and will not be evaluated.**

1. DELIVERY INFORMATION
   1. Required delivery Date: 10/04/2021
   2. Delivery Location: *XXXXXX redacted under FOIA section 40*

DVLA, Longview Road, Swansea, SA6 7JL

1. FURTHER COMPETITION TIMETABLE

4.1

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| --- | --- |
| DATE | ACTIVITY |
| 08/03/2021 | Publication of the Invitation to Tender |
| 08/03/2021 | Clarification period starts |
| 10/03/2021 @ 17:00 | Clarification closes |
| 11/03/2021 | Deadline for publication of responses to clarification questions |
| 12/03/2021 @ 14:00 | Deadline for supplier submission of tender to the Authority |
| 15/03/2021 | Commencement of 10 Day Standstill Period |
| 24/03/2021 | End of 10 Day Standstill Period |
| 25/03/2021 | Proposed Contract Award |

## **4.2** The Authority may change this timetable at any time. Potential Providers will be informed if changes to this timetable are necessary.

# questions AND CLARIFICATIONS

# Potential providers may raise questions or seek clarification regarding any aspect of this further competition at any time prior to the tender clarification deadline.

# Clarification Questions will be raised through the Crown Commercial Services (CCS) eSourcing portal by prospective suppliers and shall be responded to via the eSourcing portal by the agency, prior to the deadline set in section 4.

# The authority will not enter into exclusive discussions regarding the requirements of this further competition with potential providers.

# 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.

# Responses will be published in a questions and answers document to all potential providers who were invited to tender.

1. SUBMITTING A TENDER

## Suppliers are required to submit their tender using the pricing schedule in the ITT pack, uploaded to the CCS eSourcing portal.

## Suppliers are required to submit their tender via the CCS eSourcing portal.

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

## **TENDER EVALUATION**

| **QUESTIONNAIRE** | **TOTAL SCORE AVAILABLE** |
| --- | --- |
| Price | 100% |
| **TOTAL 100%** | |

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| --- | --- |
| MANDATORY QUESTION |  |
| Please confirm that within 2 working days of award you will detail your escalation procedures, the different levels of escalation and names that will apply to this contract. Please ensure you will provide all parties involved in the supply chain. To articulate this we mean your internal escalation and any external escalations the distributors, supplier(s) you/we will be dealing with and also the vendor if they will provide this information.  *Not able to = Non-compliant* | Yes/No |
| Please confirm you meet all the requirements detailed within Section 2.  *Not able to = Non-compliant* | Yes/No |

# CONTRACT AWARD

* 1. 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.
  2. The calculation that will be used to determine marks is as follows:

Score = Lowest Tender Price     x  100 (maximum mark available)

Tender Price

# Outcome Letters AND CALL OFF CONTRACTS

# Upon contract award potential providers will be notified of the outcome by letter via email.

# 10 OTHER REQUIREMENTS

**10.1 Sustainability**

The DVLA require the Supplier to confirm their understanding and acceptance of each point S1 – S6 and supply information if it has been requested.

**S.1 -** The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission.

The DVLA requires the Supplier to:

* Comply with the DVLA’s Environmental Policy (see **Appendix A**);
* Where appropriate, assist the DVLA in achieving its Greening Government Commitments as detailed on [www.gov.uk](http://www.gov.uk) i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced;
* Be able to evidence continual environmental improvements in their own organisation (ideally through an accredited EMS, i.e. ISO 14001,Green Dragon etc); and
* Ensure its own supply chain does not have a negative environmental or social impact; and

Where required, be able to provide data on carbon emissions related to the products / services being supplied.

**S.2 -** The Supplier shall assist the DVLA in achieving these key initiatives throughout the period of the contract.

**S.3 -** The Supplier shall provide their sustainability or environmental policy upon request.

**S.4 -** The DVLA requires details on the carbon emissions for the transportation of the consumables / parts / documentation to the DVLA sites, upon request.

**S.5 -** The DVLA requires details of the country of origin of any equipment / parts / operating consumables used, upon request.

**S.6 –** The Supplier shall regard any packaging associated and replaced/redundant parts as their own waste, remove them from our site and promote a reuse or recycling route(s) to reduce further waste arising and consumption of natural resources. Any non-reusable or recyclable waste shall be disposed of correctly and accordance with the waste duty of care.

**10.2 Health and Safety**

The DVLA requires contractors to fully comply with DVLA’s Health and Safety Policy **Appendix B** and follow all applicable UK and EU Health and Safety Legislation, Acts, Orders, Regulations and Approved Codes of Practices at all times.

**10.3 Diversity and Inclusion**

DVLA requires contractors to fully comply with DVLA’s Diversity and Inclusion Policy as detailed in **Appendix C**.

**10.4 Procurement Fraud**

The DVLA adopts a zero tolerance approach to procurement fraud/bribery. Please see the DVLA Procurement Counter Fraud/Bribery statement in **Appendix D**.

**10.5 Business Continuity**

The supplier shall have robust business continuity and disaster recovery plans which align to a code of practise such as ISO22301. The supplier must supply the contents of these plans to the Agency. The supplier shall notify the Agency within 24 hours of any activation of the business continuity plan in relation to the service it provides DVLA. The supplier shall confirm how often business continuity arrangements are tested and provide the Agency with information on such tests when requested in writing.

**10.6 Security Clearance (Mandatory)**

**Level 1**

Tenders are required to acknowledge in their tender response that any Contractors’ Staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

**10.7 Cyber Security**

The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

<https://www.gov.uk/government/publications/government-security-classifications>

All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

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| **Processing Personal Data (Mandatory)**  Please note that the successful tenderer as part of the contract agrees to comply with all applicable requirements of the Data Protection legislation (including the General Data Protection Regulation ((EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy). |

## **APPENDICES**

Appendix A - Environmental Policy



Appendix B – Health and Safety Policy

 

Appendix C – Diversity and Inclusion Policy



Appendix D – Procurement Counter Fraud and Bribery Statement



Appendix E – Invoicing Procedures



Appendix F – Armed Forces Covenant

