

Invitation to Tender

**Board Management System**

**July 2019**

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## Introduction

* + 1. This Invitation to Tender (ITT) is issued by the Single Source Regulations Office (SSRO) for the appointment of a Contractor to provide Board Management System and associated software support services
		2. The content of this ITT is for use by prospective Bidders who wish to submit a Tender Response in relation to the delivery of the Service, which is set out in the Specification (**Appendix 1**).
		3. This ITT is provided on the basis that it is and shall remain the property of the SSRO and must be treated as confidential.
		4. This document contains the information and instructions that suppliers will need in order to submit a compliant Tender Response. The SSRO will evaluate compliant Tender Responses against the evaluation criteria, in accordance with the methodology set out in this ITT.

## The SSRO

* + 1. The Single Source Regulations Office or SSRO is an executive non-departmental public body, sponsored by the Ministry of Defence. We play a key role in the regulation of single source, or non-competitive defence contracts.
		2. 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.
		3. The Defence Reform Act 2014 (‘the Act’) created a regulatory framework for single source defence contracts. The framework came fully into force in December 2014, following Parliamentary approval of the Single Source Contract Regulations 2014. The framework places controls on the prices of qualifying contracts and requires greater transparency on the part of defence contractors. The SSRO is at the heart of the regulatory framework, supporting its operation.
		4. Additional general information about the SSRO can be found on the website: [**http://www.gov.uk/government/organisations/single-source-regulations-office**](http://www.gov.uk/government/organisations/single-source-regulations-office)

## Service requirements

* + 1. The SSRO is seeking to appoint a provider to deliver its Board Management System and associated software support services. The scope of the procurement includes provision of a Board Management System package, the development and administration of the system and end user training and ongoing support. It also covers the management of the SSRO’s data ensuring that it is kept safe, secure and available. The Specification is provided as a separate attachment to this ITT at **Appendix 1**, and it sets out the requirements of the SSRO. The specification will form part of the ultimate contract with the successful bidder.
		2. The successful bidder will demonstrate a full understanding of the requirements and will have the ability and commitment to provide a comprehensive service to the SSRO.
		3. The contract duration is up to **49 months (1 month set up, 36 months service plus an optional extension of 12 months)**, and the SSRO has set an affordability threshold of **a maximum of £60,000.00** excluding VAT, to include the set-up, the fixed service period, and the potential extension period. The price quoted is to be structured within the following categories:
			1. Set up costs: up to £4,000.
			2. Fixed service costs for up to 25 users (including 2 administrators) for 48 months: up to £56,000.
			3. Optional additional costs: Under the Defence Reform Act 2014, the SSRO has a duty to issue opinions or determinations in response to referrals from the MOD or an industry supplier. As a result of this work the SSRO may wish to add up to 5 temporary users (including 2 administrators) each year. Bidders are required to provide rates to reflect the additional cost of each user, should the SSRO require these. For the avoidance of doubt, the prices ascribed to this element shall not be taken into account for the purposes of the affordability threshold.
		4. Any Tenders that do not meet the following requirements will be rejected automatically and the bidder will be disqualified from further participation in the procurement process:
			1. Tender submissions must include a total fixed price covering elements 3.3(a) and 3.3(b), which must be within the affordability threshold stated at paragraph 3.3.
			2. Tender submissions must include rates to reflect the potential additional users noted in 3.3(c).
			3. Suppliers must hold and maintain the following certifications (certificates must be provided with tender submissions) during the contract period:
* A current ISO27001 certification of relevant scope; and
* Cyber Essentials Plus (or a commitment to obtaining Cyber Essentials Plus within six months of contract award).

## Guidance for bidders

### Instructions to suppliers submitting a Tender

* + 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.
		2. Tenders must be submitted strictly in accordance with the instructions contained within this ITT. Failure to comply with the instructions or return a compliant Tender may invalidate a Tender Response. It is important, therefore, that Bidders provide all the information required in the format specified in this ITT.
		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

* + 1. 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. Where amendments are significant, the SSRO may at its discretion extend the deadline for receipt of Tenders.

| **Stage**  | **Target date** |
| --- | --- |
| Tender documents issued | 15 July 2019 |
| Deadline for receipt of clarification questions | 22 July 2019 (5pm) |
| SSRO response to supplier questions | 29 July 2019 |
| Tender return deadline | 9 August 2019 (5pm) |
| System demonstration | 20 August 2019 |
| Notification of decision | 10 September 2019 |
| Contract commencement date - set up  | 1 October 2019 |
| Service commencement date | 1 November 2019 |

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### Questions about this ITT

* + 1. 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.
		2. 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.
		3. Please only submit such queries by email to the SSRO at**:** tenders@ssro.gov.uk
		4. The title of the email should be “***Board Management System: 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. Clarifications provided by the SSRO will be circulated to all bidders on or before the date specified in the table in paragraph 4.4. All questions and their answers will be published and circulated to all bidders without revealing the identity of the individual bidder that put forward the question.
		6. Clarifications issued, where relevant, will form part of the contractual agreement between the SSRO and the successful bidder.

### Return of Tenders

* + 1. Bidders should address the requirements of the Specification in their Tenders, by providing responses to the Tender Questions in **Appendix 2**.
		2. Tenders must be returned by the date and time 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 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.
		3. Please only return Tenders by email to the SSRO at: tenders@ssro.gov.uk.
		4. The title of the email should be “***Board Management System: Tender Submission***”. The documents required to be submitted with the proposal should be provided as attachments to the email.

### Tender requirements

* + 1. 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;
			- consortia/sub-contracting proposals (where relevant);
			- a completed Statement of Conduct; and
			- a copy of ICT certificates noted in 3.4(c).
		2. Tenders which omit any of the documents listed in 4.15, or which include documents that are not properly completed, shall be rejected.
		3. No qualifications, caveats or unauthorised alterations are to be included or made to the documentation supplied (including the Specification and SSRO’s Terms and Conditions). Tenders containing such qualifications, caveats or unauthorised alterations shall be rejected.
		4. Any additional pre-existing material which may expand upon the Tender may be included as appendices with cross-references to this material in the main body of the Tender submission. Additional material should only be added where expressly permitted within the Response to Tender Questions.
		5. 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

* + 1. Bidders must provide a completed Form of Tender, which is provided at **Appendix 6.**
		2. 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 will be rejected.

### Response to Tender Questions

* + 1. 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.
		2. 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 indicated word limits. The SSRO will disregard any excess text which exceeds the word limit.
		3. The SSRO has set Key Performance Indicators, which include minimum performance requirements, and which are attached as **Appendix 4.** Bidders should take account of these and the provisions set out therein when submitting their bid. **Appendix 4** shall form part of any contract awarded to the successful bidder.

### Pricing Schedule

* + 1. Bidders must complete and submit the Pricing Schedule, which is provided at **Appendix 3.**
		2. Bidders must quote on the basis that the prices set out 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.
		3. 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

* + 1. 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; and
			- Employer’s Liability Insurance to a minimum value of five million pounds for each and every claim or series of claims arising out of one event.
		2. Failure to demonstrate the required insurance cover and levels shall result in the bid being rejected.

### Sub-contractors and consortia

* + 1. If you are bidding for this contract in association with another supplier, you must explain the structure of the bid. If you do not do so, then it may be disqualified.
		2. 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 bid. 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 will result in the bid being disqualified.
		3. Bidders and Contractors must not, without the prior consent of the SSRO, appoint
		sub-contractors or add consortia 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.
		4. The SSRO may request a copy of the consortia 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 bid being disqualified or the SSRO withholding its consent to the appointment of sub-contractors.

### Statement of Conduct

* + 1. Bidders must provide a completed Statement of Conduct which is provided at **Appendix 7.**

## Evaluation

* + 1. Prior to evaluating 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 and/or non-compliant shall be rejected.
		2. Appropriate individuals have been selected to undertake the evaluation and moderation of Tenders and will collectively be referred to as the “Evaluation Team”.
		3. The Evaluation Team will only consider the information provided by bidders in their Tender submission and, if appropriate, responses provided to the SSRO during any subsequent clarification process carried out as part of a completeness and compliance check following receipt of Tenders.
		4. Bidders are advised that final 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.
		5. The contract will be awarded to the highest-ranking bidder based on the Most Economically Advantageous Tender. Tenders may be rejected, however, if any answer or key element of a Tender is fundamentally unacceptable to the SSRO, regardless of its other merits. Award criteria is set based on Price (30%) and Quality/Technical (70%).
		6. In the event of two or more bids being awarded the same final overall score, the SSRO shall choose the Tender with the lowest price.

### Demonstration

* + 1. Bidders must provide a demonstration of their proposed solution at the SSRO’s offices.
		The proposed date for the demonstration is provided in the timetable at paragraph 4.4 and bidders are expected to ensure that appropriate personnel are available to deliver the demonstration on that date. Bidders will be notified in advance of the arrangements for the day.
		2. The demonstration is not separately scored but may be used to aid the Evaluation Team’s understanding of elements of the bidder’s Tender.

### Quality/Technical

* + 1. Bidders are required to complete the Response to Tender Questions document as the answers provided will be used to evaluate Quality/Technical. The Quality/Technical criteria have an overall weighting of 70%.
		2. The relevant weightings assigned to each Quality/Technical Section is set out in the table below:

| **Quality/Technical Section** | **Weighting%\*** |
| --- | --- |
| Software requirements  | 50% |
| Information and Security  | 20% |
|  **Total** | **70%** |

\*Sub-weightings are assigned to each question under each section, and are set out in the Response to Tender Questions (Appendix 2)

* + 1. The Quality/Technical sections will be assessed based on the responses provided to each of the Tender Questions. Each question has been assigned a sub-weighting from the overall section weighting and each will be awarded a score of between 0 and 5 based on the assessment table at 5.13. Scores will then be weighted to calculate the total Quality/Technical score.
		2. Bidders can gain scores of 5 by providing innovative proposals that exceed the SSRO’s core expectations as expressed in the Brief. The SSRO also encourages bidders to present innovative methods of service delivery that will add value to the services.
		3. The assignment of a score to each answer will be based on the following assessments:

| **Assessment** | **Score** |
| --- | --- |
| Completely fails to meet required standard or does not provide a response | 0 |
| Proposal significantly fails to meet the standards required and/or contains significant shortcomings  | 1 |
| Proposal falls short of achieving expected standard in several identifiable respects | 2 |
| Proposal meets the required standard in most material respects | 3 |
| Proposal meets the required standard in all material respects | 4 |
| Proposal exceeds the required standard in all material respects  | 5 |

### Price

* + 1. Bidders are required to complete the tables in the Pricing Schedule **(Appendix 3)**.
		2. The Price criteria has an overall weighting of 30%. The relevant sub-weightings assigned to each price element are set out in the table below:

| **Pricing element**  | **Weighting%\*** |
| --- | --- |
| Fixed Price: set up and service costs | 25% |
| Additional user Price: costs for additional users  | 5% |
|  **Total** | **30%** |

* + 1. The figure used for the purposes of evaluating the Fixed Price is the total fixed cost to be inserted at Column F of Table 1. The Fixed Price criteria has an overall weighting of 25%.
		2. The figure used for the purposes of evaluating the Additional user Price is the rate per additional user to be inserted in Table 2. The Additional user Price has an overall weighting of 5%.
		3. The lowest-priced tender submitted for each price element will receive the full marks available for that pricing element. The price elements of each of the other Bids will be scored proportionately to the lowest-priced price element, according to the following calculation:

(Lowest-priced Fixed Price / price of Fixed Price being scored) x 25% x 100 +

(Lowest-priced Additional user Price / price of the Additional user Price being scored) x 5% x 100

**Example:**

Bidder A submits a bid with a fixed cost of £175,000 and Additional user Price of £25,000.

The lowest-priced fixed price tender received was £120,000.00. Bidder A’s score for the Fixed Price will be calculated as follows:

120,000/175,000 = 0.69

0.69 x 25% = 0.17

0.17 x 100 = 17.00

Bidder A will therefore receive a score of 17 for the Fixed Price element.

The lowest-priced Additional user Price tender received was £20,000.00. Bidder A’s score for the Additional user Price will be calculated as follows:

20,000/25,000 = 0.80

0.80 x 5% = 0.4

0.4 x 100 = 4.00

Bidder A will therefore receive a score of 4 for the optional price element.

Bidder A would receive an overall weighted score of 21 for price.

### Ranking and provisional award of contract

* + 1. Price and weighted Quality scores will be added together to give a total score for each bidder, and each bidder will be ranked accordingly. The highest-ranking bidder will be recommended for contract award. Should there be a tie in scores between the bidders ranked first and second, the bidder with the lowest-priced Tender will be recommended for contract award.

## Transparency

* + 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.
		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.
		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.

## Canvassing and bidders conduct

* + 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.
		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 organisation about whether or not they should Tender, or about either Tender price.
		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.
		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.
		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.
		6. If the SSRO disqualifies a bidder from this procurement, it will also consider whether to exclude the bidder from subsequent procurement exercises.

## Conflicts of interest

* + 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 risk of a conflict of interest. Any bidder failing to notify a conflict that is later identified will be disqualified.

## Acceptance of Tenders

* + 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.
		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.
		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.
		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.

## Bid costs

* + 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.

## Terms and Conditions

* + 1. In the event of a conflict between the ITT (including any of the supporting documents) and the Terms and Conditions, the Terms and Conditions shall take precedence.
		2. The Contract will be awarded on the Terms and Conditions at **Appendix 5**. Suppliers are asked not to submit their own terms and conditions, as these will be disregarded.
		3. The Contract will comprise:
			- the SSRO’s Terms and Conditions (including schedules contained therein);
			- the Tender (including pricing schedule and, where relevant, any clarifications);
			- the Specification (including, where relevant, any clarifications);
			- the Key Performance Indicators; and.
			- any other agreed Schedules.

## Documents provided with this ITT

* + 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: Key Performance Indicators
			- Appendix 5: Terms and Conditions
			- Appendix 6: Form of Tender
			- Appendix 7: Statement of Conduct