 Lynne Nazer

Navy Commercial

4 Deck

Navy Command Headquarters

Leach Building

Whale Island

 Portsmouth

PO2 8BY

Telephone: 03001634347

Email: lynne.nazer100@mod.gov.uk

11 May 2022

Dear Sir / Madam

**Invitation to Tender Reference** **703798450**

1. You are invited to tender for the FPS Portal Transformation in a further competition under Crown Commercial Services framework RM6068 Lot 1.

2. The requirement is set out in the Statement of Requirements.

3. The total budget is £166,666.67 (excluding VAT).

4. You may raise questions about the tender and the requirement via the CCS eSourcing Suite. The deadline for asking questions is 10:00 on 19 May 2022. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.

5. Your tender must be submitted electronically via the CCS eSourcing Suite no later than 10:00 on 26 May 2022. You should allow sufficient time for submission as late tenders will not be accepted. A completed Tenderers Response Form should be included with the tender to answer all evaluation questions, include all completed documents and provide all requested prices.

6. The anticipated date for the contract award decision is 2 June 2022. Please note that this is an indicative date and may change.

Yours faithfully

**Lynne Nazer**

Commercial Manager

**Contents**

This invitation consists of the following documentation:

* Invitation to Tender:

1. Glossary

2. Introduction

3. Terms of Participation

4. Further Competition Timetable

5. Completing and Submitting a Tender

6. Questions and Clarifications

7. Tender Evaluation Summary

8. Commercial Evaluation Criteria

9. Financial Evaluation Criteria

10. Technical Evaluation Criteria

11. Award Decision

12. Other Information

* Tenderers Response Form
* Draft Framework Call Off Order Form
* Framework Call Off Terms & Conditions and Schedules (per CCS webpage)
* Cyber Risk Assessment
1. **Glossary**

|  |  |
| --- | --- |
| Agent | means Crown Commercial Service |
| Authority or Contracting Authority | means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown – also known as Ministry of Defence |
| Contract | means the contractually-binding terms and conditions set out in this ITT to be entered into between the Authority and the successful Tenderer at the conclusion of this Procurement; |
| EIR | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations; |
| eSourcing Suite | means the online tender management and administration system used by the Authority; |
| Evaluation Score | means the score achieved by a Tender at the conclusion of the Evaluation process; |
| FoIA | means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made> |
| Services | means the services that may be provided by Suppliers, as set out in the Statement of Requirements; |
| Supplier | means a Tenderer with whom the Authority has concluded a Contract; |
| Technical Evaluation | means the qualitative evaluation of a Tender undertaken during the Evaluation process; |
| Technical Score | means the score awarded to a Tenderer at the conclusion of the Technical Evaluation process; |
| Tender | means the Tenderer’s formal offer in response to the Invitation to Tender; |
| Tender Submission Deadline | means the time and date set for the latest uploading of Tenders. |
| Tenderer | means a framework supplier submitting a proposal to this Procurement;  |
| You or Your | means mean the tenderers organisation, or the organisation the tenderers represent  |
| We, Us or Ours | means the Authority or Ministry of Defence |

1. **Introduction**
	1. This Procurement will establish a contract for the purchase of Services described in the Statement of Requirements.
	2. The contract will be for 2 years.
	3. The maximum contract value is £166,666.67.
	4. This Contract will be between the successful Supplier and the Authority. This is a call off contract and as such the Authority cannot guarantee volumes of work.
	5. The Contract is being offered under the Crown Commercial Service Technology Products and Associated Services Framework Agreement (reference RM6068 - Lot 1) Terms and Conditions which will govern any resultant Contract.
	6. Only those suppliers on the stated framework and lot can submit a tender in response to this requirement.
	7. The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

1. **Terms of Participation**
	1. You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
	2. You may Submit one bid.
	3. Your bid must remain valid for 90 days after the bid submission deadline.
	4. You must submit your bid in English and through the eSourcing Suite only.
	5. You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.
	6. We may make enquiries. For example, where you either submit a bid:
* In your own name and or as a subcontractor and or as a member of a consortium connected with a separate bid.
* In your own name which is similar to a separate bid from another bidder within your group of companies.

 This is so we can be sure that your involvement doesn’t cause:

* Potential or actual conflicts of interest.
* Supplier capacity problems.
* Restrictions or distortions in competition.
	1. We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.
	2. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.
	3. You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:
* Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
* Canvass our staff or advisors about this competition.
* Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.
	1. You must ensure that no conflicts of interest exist between you and us / Contracting Authority. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.
	2. You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to submit a bid or comply with a legal obligation.
	3. You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.
	4. We reserve the right to:
* Waive or change the requirements of this Bid Pack without notice.
* Verify information, seek clarification or require evidence or further information about your bid
* Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
* Choose not to award any contract or Lot as a result of the competition.
* Choose to award different Lots at different times.
* Make any changes to the timetable, structure or content of the competition.
	1. We reserve the right to exclude you if:
* You submit a non-compliant bid.
* Your bid contains false or misleading information.
* You fail to tell us of any change in the contracting arrangements between bid submission and award.
* The change in the contracting arrangements would result in a breach of procurement law.
* For any other reason provided in this Bid Pack.
* For any reason set out in the Public Contracts Regulations 2015.
	1. If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015 or sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.
	2. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
	3. If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).
	4. We will not pay your bid costs for any reason.
	5. The Contracting Authority will not be liable:
* Where parts of the Bid Pack are not accurate, adequate or complete.
* For any written or verbal communications.
	1. You must carry out your own due diligence and rely on your own enquiries.
	2. This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.
	3. The Bid Pack remains our property. You must use the Bid Pack only for this competition.
	4. You allow us to copy, amend and reproduce your bid so we can:
* Run the competition.
* Comply with law and guidance.
* Carry out our business.
	1. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.
	2. We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.
1. **Further Competition Timetable**
	1. The timetable below are intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time**  | **Responsibility** | **Submit to:** |
| Invitation to Tenderers Conference | Not Applicable to this procurement |  |  |
| Date for confirmation of attendance at Tenderers Conference | Not Applicable to this procurement |  |  |
| Final date forClarification Questions  | 19 May 2022  | Tenderers | CCS eSourcing Suite |
| Final Date for Requests for Extension to return date | 22 May 2022  | Tenderers | CCS eSourcing Suite |
| Authority issues Final Clarification Answers |  22 May 2022  | Authority | All Tenderers |
| Tender Return | 26 May 2022  | Tenderers | CCS eSourcing Suite |
| Tender Evaluation | 26 May 2022  | Authority | N/A |

1. **Completing and Submitting a Tender**
	1. To participate in this competitive tendering exercise, Tenderers are required to submit a Tender which fully complies with the instructions in this Bid Pack.
	2. Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.
	3. You must enter your bid into the e-Sourcing Suite. Only bids received through the e-Sourcing Suite will be accepted.
	4. Make sure you answer every question. Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials e.g. reports located on your website.
	5. Tenderers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
	6. It is the Tenderer’s responsibility to ensure that a fully compliant Tender is submitted.
	7. Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.
	8. For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see CCS Supplier Guidance <https://crowncommercialservice.bravosolution.co.uk/web/login.html>
	9. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

* 1. Submit your bid before the Bid Submission Deadline.
	2. Press the Submit Response button when your bid is ready, otherwise we will not be able to see it.
1. **Questions and Clarifications**
	1. If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions. This gives you the chance to check that you understand everything before you submit your bid.
	2. You need to send your questions through the eSourcing Suite. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
	3. If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
	4. You can ask us questions about the competition but please do not attempt to ‘negotiate’ the terms. All contract awards will be subject to the terms and conditions identified in this Tender.
	5. The Authority reserves the right to contact Tenderers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.
2. **Tender Evaluation Summary**
	1. The Tender evaluation will assess the Most Economically Advantageous Tender (MEAT) to The Authority based on the following calculation:

 Highest Total Evaluation Score from the following evaluation elements:

Commercial Qualification – Pass/Fail only and not included in the total Evaluation Score.

Financial Score – Worth 20% of the total Evaluation Score.

Technical Score – Worth 80% of the total Evaluation Score.

* 1. The Technical Score will be added to the Financial Score to determine the “Evaluation Score” for each Tenderer. This will be calculated on a Technical/Financial split of 20%/80%.

*Example calculation, for information purposes only and based on financial score worth 50% and Technical score worth 50% - figures for this procurement may differ.*

*In this example, Tenderer B has the highest total evaluation score and is the winning tenderer.*

|  |  |  |  |
| --- | --- | --- | --- |
| *Tenderer* | *Technical Score**(maximum 50)* | *Financial Score* *(maximum 50)* | *Evaluation Score* *(maximum 100)* |
| *Tenderer A* | *35* | *50* | *85* |
| *Tenderer B* | *45* | *45* | *90* |
| *Tenderer C* | *40* | *25* | *65* |

1. Any Tender which is considered non-compliant for any Commercial, Financial or Technical element or criteria will be excluded from the competition and not receive an Evaluation Score. If a tender is considered non-compliant in either the Commercial or Financial evaluations that tender may be excluded from the Technical evaluations and not receive any Technical scores or feedback.
	1. Scores will be rounded to two decimal places.
	2. In the event that multiple Tenderers achieve the exact same highest Evaluation Score, then the Tenderer with the lowest Total Price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same highest Evaluation Score and have the exact same lowest Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.
	3. Tenders will be evaluated based on the contents of their Tender response only. Tenderers should submit only one priced proposal. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Technical evaluators will have no knowledge of associated prices. Tenderers should ensure that there are no prices shown within any responses to, or supporting documents for, for technical criteria.
2. **Commercial Qualification Evaluation Criteria**
	1. The Commercial Qualification Evaluation will assess if all tendering and contractual requirements have been provided.
	2. A Tender will be considered non-compliant if:
* the Tender was not received by the due date and time.
* the full set of requirements cannot be delivered.
* any required delivery dates cannot be met.
* all Framework Terms & Conditions have not been accepted.
* any other required documentation was not submitted.
1. **Financial Evaluation Criteria**
	1. Tenderers are required to complete the Pricing Table.
	2. The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements.
2. Prices should be provided for each item listed in the Schedule of Requirements. The Total Price should be confirmed on Tender Annex A. This shall be the total maximum cost for the provision of all goods and/or services listed, as detailed in the Statement of Requirement, for the quantities quoted and for the full maximum duration of the requirement, including any optional services and periods.
	1. The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item listed in the Pricing Table, for the full maximum duration of the requirement, including any optional services and periods.
	2. Tenderers are notified that when the contract is in place, payments for goods and/or services will be made after the goods and/or services have been fully delivered. For example, payment for purchase of an item will be made after it has been delivered and installed or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.
3. Where estimated Authority usage figures are shown on the Schedule of Requirements, the Total Price figure shall not be a guarantee of quantities required or payments to be made under any resulting Contract. The quantity of each item is for evaluation purposes only and, whilst this may give an indication of numbers or proportions of each type of goods and/or services that may be required, quantities required under the contract may be higher or lower based on Authority requirements during the contract period. The contract value will be a limit of liability under which the Authority shall be entitled to purchase the goods and/or services listed at the firm prices set.
	1. A Tender will be considered non-compliant if:
* the Total Price is greater than the total available funding of £166,666.67; or
* the Tender does not indicate a Total Price; or
* the Tender has not provided prices for all items in the Pricing Table.
	1. The Tenderer with the lowest total price (provided the tender is fully compliant) shall be awarded the maximum Financial Score available. The remaining Tenderers shall be awarded a percentage of the maximum Financial Score available, based on their price relative to the lowest price submitted.
	2. The calculation used is the following:

 Lowest Price from a compliant Tender x maximum Financial Score available

 Tenderers price

*Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Price Submitted*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Financial Score Awarded*** |
| *Tenderer A* | *£1,000* | *(£1,000 / £1,000) x 50* | *50* | *50* |
| *Tenderer B* | *£1,100* | *(£1,000 / £1,100) x 50* | *50* | *45* |
| *Tenderer C* | *£2,000* | *(£1,000 / £2,000) x 50* | *50* | *25* |

1. **Technical Evaluation Criteria**
	1. The Technical Evaluation will assess the Tender response to establish the level of confidence The Authority has that the Tenderer will be able meet and deliver all the requirements detailed in the Statement of Requirements.
	2. The response to each criteria will be given points in accordance with the table below:

|  |  |
| --- | --- |
| Pass | Fail |
| In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: |
| clearly details how the requirements or criteria will be met in full and sufficient evidence has been provided, where applicable.  | does not clearly detail how the requirement or criteria will be met in full and sufficient evidence has not been provided, where applicable.  |
| clearly shows that any required volumes, timescales, standards or support will be met, where applicable.  | does not clearly show that any required volumes, timescales, standards or support will be met, where applicable. |
|  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 100 – High ConfidenceIn The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 70 – Good ConfidenceIn The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 30 – Moderate ConfidenceIn The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 0 – Low ConfidenceIn The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: |
| addresses and demonstrates a thorough understanding of all elements of the requirement or criteria, where applicable. | addresses and demonstrates a sufficient understanding of most of the requirement or criteria, where applicable. | addresses and demonstrates an understanding of some of the elements of the requirement or criteria, where applicable. | does not address or demonstrate an understanding of most or all of the requirement or criteria, where applicable. |
| provides a comprehensive, unambiguous and thorough explanation of how all of the requirement or criteria will be delivered, where applicable. | provides sufficient detail and explanation of how most of the requirement or criteria will be delivered, where applicable. | is weak in some areas and does not fully detail or explain how some elements of the requirement or criteria will be delivered, where applicable. | does not demonstrate the ability to deliver most or all of the requirement or criteria, where applicable. |
| details a thorough explanation of how the full volumes and timescales of the requirement or criteria will be met, where applicable. | shows sufficient ability to meet most of the volumes and timescales for the requirement or criteria, where applicable. | indicates that some of the volumes or timescales for the requirement or criteria will be met but may be lacking detail is some areas, where applicable. | does not show that most or all of the volumes or timescales of the requirement or criteria will be met, where applicable. |
| provides comprehensive details showing how all of the requirement or criteria will be managed with sufficient resource allocated and support provided for the full duration, where applicable. | provides sufficient information to show how most of the requirement or criteria will be managed with adequate resource allocated and support provided, where applicable. | provides details of how some of the requirement or criteria will be managed but leaves concerns about the resource and support provided, where applicable.. | does not provide details of how most or all of the requirement or criteria will be managed or that the required resource and support will be provided, where applicable. |
| comprehensively details how the requirement or criteria will be assured and how all quality or standards expected will be met in full, where applicable. | sufficiently details how most of the requirement or criteria will be assured and quality or standards expected will be met, where applicable.  | provides details of how some of the requirement or criteria will be assured but leaves doubt about quality or standards, where applicable. | does not demonstrate that most or all of the required standards or quality will be met, where applicable. |
| has comprehensively considered risks to delivery of the requirement or criteria and thoroughly explained how they will be eliminated or mitigated, where applicable.  | has considered risks to delivery of the requirement or criteria and adequately indicated how most will be eliminated or mitigated, where applicable.  | has considered risks to some of the requirement or criteria but leaves concerns that there are risks that have not been considered or may not be mitigated, where applicable.  | has identified and addressed few or no risks to delivery, where applicable. |
| Where a minimum level is set for performance or a criteria, Tenderers response is at least 25%.00 higher than the minimum requirement level.Where a maximum level is set for performance or a criteria, Tenderers response is at least 25%.00 lower than the maximum requirement level. | Where a minimum level is set for performance or a criteria, Tenderers response is between 0,01 % to 24.99% (inclusive) higher than the minimum requirement level. Where a maximum level is set for performance or a criteria, Tenderers response is between 0,01 % to 24.99% (inclusive) lower than the maximum requirement level.  | Where a minimum level is set for performance or a criteria, Tenderers response is equal to the minimum requirement level.Where a maximum level is set for performance or a criteria, Tenderers response is equal the maximum requirement level.  | Where a minimum level is set for performance or a criteria, Tenderers response is lower than the minimum requirement level. Where a maximum level is set for performance or a criteria, Tenderers response is higher than the maximum requirement level. |

* 1. The points achieved will be multiplied by the corresponding weighting to provide an overall criteria mark.
	2. When the mark for each question has been determined they will be added together to provide a total mark for the Technical Evaluation.
	3. The evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements. If an individual criteria is evaluated by more than the one SME, The Authority will review the points allocated by the individual evaluators before facilitating a group consensus meeting. During the meeting, evaluators will discuss their independent points until they reach a consensus regarding the points that should be attributed to each Tenderers answer to the questions.
	4. Once all technical responses have been evaluated the individual marks attributed to each response, excluding any pass/fail criteria, will be added together to provide a total Technical Mark.
	5. A Tender will be considered non-compliant if:
* the Tender receives a fail on any pass/fail criteria;
	1. Tenderers ‘Technical Score’ shall be calculated as a percentage of the maximum Technical Score available, based of the total Technical Marks received.

The calculation used is the following:

Tenderers Total Marks x maximum Technical Score available

 Total Marks Available

*Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Total Marks*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Technical Score Awarded***  |
| *Tenderer A* | *70* | *(70 / 100) x 50* | *50* | *35* |
| *Tenderer B* | *90* | *(90 / 100) x 50* | *50* | *45* |
| *Tenderer C* | *80* | *(80 / 100) x 50* | *50* | *40* |

* 1. The Technical evaluation questions/criteria that Tenderers should address within their Tender are:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Figure** | **Criteria** | **Points Available** | **Minimum Threshold** | **Weight** | **Mark Available** |
| A | State how you will deliver and manage the Services detailed in the Statement of Requirement | Pass or Fail | Pass | N/A | Pass or Fail |
| B | Please confirm that you hold Cyber Essentials Plus | Pass or Fail | Pass | N/A | Pass or Fail |
|  |  |  |  | 100% | 100 |

1. **Award Decision**
	1. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer which offers the most economically advantageous Tender may be awarded a Contract.
	2. The Tender which receives the highest Evaluation Score, which is calculated as the highest combined Technical Evaluation Score and Financial Evaluation Score (provided the tender is considered fully compliant in all evaluation areas) shall be considered the most economically advantageous Tender.
	3. If the Winning Tenderer does not enter into the Contract following contract award, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.
2. **Other Information**

**Contract Documents**

Any contract resulting from this tender will be formed from the CCS Framework Order Form, Terms & Conditions and associated Schedules, including the Statement of Requirements and Pricing Table, incorporating prices submitted by the Winning Tenderer.

If the Winning Tenderer does not enter into the Contract following contract award, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

**IR35**

IR35 off payroll working rules are not expected to apply to this requirement unless the Winning Tenderer indicates that the personnel who will be used to deliver Services will not be employed through their payroll. In those circumstances, a relevant assessment will be considered.

**Cyber Risk**

A Cyber Risk Assessment has been raised and the profile is High. The reference is RAR-K49Q3V7CL.

A Supplier Assurance Questionnaire does need to be completed.

Where a Supplier Assurance Questionnaire needs to be completed, Tenderers must complete and email this to UKStratComDD-CyDR-DCPP@mod.gov.uk, who will confirm cyber risk compliance. A copy of the completed questionnaire and the compliance email should then be included as part of the tender submission.

If a Tenderers Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent submission of a Tender. In those circumstances, a Cyber Implementation Plan should be completed as part of the tender submission, to demonstrate what actions will be taken to meet the required Cyber Risk level. Provided the actions and timescales were considered acceptable to The Authority, the Cyber Implementation Plan would then be included as a requirement in any resulting Contract.

**Cyber Implementation Plan Template**

|  |  |
| --- | --- |
| MOD contract number: |  |
| CSM Risk Acceptance Reference: |  |
| CSM Cyber Risk Profile: |  |
| Name of Supplier:  |  |
| Current level of Supplier compliance: |  |
| Reasons unable to achieve full compliance:  |  |
| Measures planned to achieve compliance / mitigate the risk with dates:  |  |
| Anticipated date of compliance / mitigations in place: |  |

**Statement of Requirements**

**Introduction**

1. **The procurement of a Unified Communications as a Service( UCaSS) contact centre solution, specifically, the MiCloud Flex product hosted in UK data centres. For an initial contract length of 2 years with an estimated ROM cost of £200,000 Inc VAT.**

**Background**

1. **This requirement is for the Royal Navy Family & People Support (RN FPS) team who are based in Swiftsure building located at HMNB Portsmouth. It will be replacing the current phone system and hunt group that is no longer fit for purpose.**

**Requirement**

1. **To select a Mitel platinum partner supplier from the CCS digital marketplace. That can provide the appropriately skilled and security cleared personnel (SC or above), and that can meet the criteria outlined in the Defence Cyber Protection Partnership (DCPP) scheme. For the development and build a of MiCloud Flex instance in consultation with the Navy Digital Complex Projects Team and RN FPS representatives.**

1. **MOD Policy dictates that it is a mandatory requirement for the data be hosted inside UK data centres.**

**Deliverables**

1. **The chosen supplier will build an MiCloud flex instance solution and provide associated professional services to support.**

**Duration**

1. **The work is to commence as soon as the contract has been awarded and is to be completed as soon as reasonably possible thereafter. With the service expected to be live and effective for 24 months after it is commissioned into use.**

**Milestones**

1. **Accreditation. The issuing of full accreditation by the MOD Accreditor. This is not a set date but will an outcome of engagement between the supplier and the Navy Digital Complex Project team. This engagement will enable the creation of the accreditation documentation set, work that will be completed by the project security assurance coordinator.**

**Location**

1. **This is a cloud hosted system that is to be dual hosted across two data centres in the UK.**

**Financial Criteria – Pricing Table**

|  |
| --- |
| **Deliverables in accordance with Statement of Requirements** |
| **Item Number** | **Description** | **Delivery Date****(exact dates to be confirmed on contract award)** | **Unit of Measurement** | **Quantity** | **Firm Price (£) Ex VAT –** **Per Item** | **Firm Price (£) Ex VAT** **-Total** |
| 1 | Mi cloud Flex Product | - | Per Item |  |  |  |
| 2 | Associated professional Services to Support | - | Per Year |  |  |  |
|  | **Contract Value****Total Price** |  |

|  |  |
| --- | --- |
| **Item Number** | **Consignee Address (XY code only)** |
| Enter Numbers | HM Naval Base Portsmouth |
| **Item Number** | **Payment Schedule** |
| Enter Numbers | Payment to be made following successful delivery of each item  |

All prices stated are firm prices, to be paid in £ (GBP/Pounding Sterling), not subject to any increase or exchange rates.

The quantity of each item are expected numbers and not a guarantee of amounts required or due. Quantities ordered under the contract may be higher or lower based on Authority requirements during the contract period.

The contract value will be a limit of liability under which the Authority shall be entitled to purchase any goods and/or services listed at the firm prices set, dependent on Authority requirements.

The Firm Price set for each item shall be the total maximum price the Contractor shall charge for the delivery of the goods/services covered within that item. This shall include, but not be limited to:

* Any direct or indirect costs
* Any costs for manufacture or provision of goods/services
* Any costs for delivery to the Authority
* Any fuel costs
* Any related travel and subsistence
* Any packaging
* Any import costs or charges
* Any implementation or exit costs
* Any sub-contractor costs
* Any IT or system related costs
* Any costs required to provide Authority access to systems or accounts