

Date: 02/11/2023

Dear Supplier

re: Request for Quotation (RfQ) - Aspose Subscription and Support Renewal 2023-2024

The Financial Ombudsman Service (the Ombudsman) invites you to submit a quote for a renewal of its Aspose Subscription and Support contract.

Suppliers are advised that the submissions will be individually assessed. As such, the Ombudsman further advises that suppliers submissions should be 'bespoke' (specific to the requirements), 'relevant' (should focus on the immediate subject) and 'concise' (should not be unnecessarily wordy). All supporting documents should be clearly labelled, and cross referenced to the appropriate question. The inclusion of unsolicited additional information (e.g. marketing and/or general company literature) is not recommended and will not be considered by the Ombudsman.

The Ombudsman will not be liable for any costs or expense incurred by suppliers or any other person in connection with this request. The Ombudsman reserves the right not to accept the lowest priced proposal or any proposal.

Please acknowledge receipt of this RfQ along with confirmation of your intention to submit a response by the due date through the Ombudsman's eSourcing portal secure messaging system. Suppliers may use this same messaging system to seek clarification in regards this document.

Quotations should be returned using the Ombudsman's eSourcing portal by 12:00 (Midday) Friday 10th November 2023.

The Ombudsman is likely to and reserves the right to decline any proposals (or accompanying documents) received after the stated deadline.



Instructions for submitting the completed request for proposal

You must submit your completed submission via the Ombudsman's eSourcing tool: Jaggaer at https://procurement.financial-ombudsman.org.uk/web/login.html. Completed responses may be submitted at any time before the closing date. Please note that completed proposals received after the closing date may be rejected. If, however, you believe that there are reasons as to why you would be unable to use the eSourcing service, please let us know by sending an email to: procurement.enquiries@financial-ombudsman.org.uk and we will consider how best to overcome your difficulties.

If you experience any technical difficulties, please contact the Jaggaer eSourcing Helpdesk on 0800 069 8630.

The Ombudsman's named contact point for the procurement is:

Reece Chasey
Procurement Officer
Financial Ombudsman Service
Exchange Tower,
London, E14 9SR

E-mail: procurement.enquiries@financial-ombudsman.org.uk



Timetable

This timetable is intended as an indicative guide only. Whilst we don't intend on departing from the timetable, we reserve the right to do so at any time:

Activity	Date
Publish Contract Finder advert/Request for Quotation (RfQ)	02/11/2023
Closing date for responses	10/11/2023
Award tender and raise PO	14/11/2023
Expected Contract Start Date	23/11/2023

Evaluation of proposals

The Ombudsman has allocated a maximum overall score for each area as follows:

Criteria	% Weighting
Price	100%

Your bid will be marked under the following methods as follows:

Bravo Envelope	Criteria	Scoring Basis
Qualification	Tender information	Pass/ fail criteria
	Contractual requirements	
Commercial	Pricing schedule	Commercial evaluation

Qualification envelope: eligibility/ declaration

Suppliers must pass the eligibility/ declaration section of the qualification envelope within Jaggaer or their bid will be marked as a 'fail'.

Commercial envelope: pricing schedule

Bids will be scored in accordance with the following formula:

= (lowest bid/ your bid) * weighting (e.g. 100%)

Where the Supplier submits a compliant bid within the commercial envelope, the Supplier who provides the lowest price will be the successful Supplier of this RfQ process. The Ombudsman reserves the right not to accept the lowest priced proposal or any proposal.



Specification

Description of requirement

Suppliers are asked to provide pricing details for the below specification for a 12- month period:

Line item	Start date	Expiry date
Aspose Support OEM - Commercial - Support	23/11/2023	22/11/2024
(Enterprise) (1-Year)		
Aspose.Total for .Net OEM - Commercial -	23/11/2023	22/11/2024
Maintenance Renewal (1-Year)		

Contract

We will contract with the winning Supplier using our (the Ombudsman's) PO terms and conditions, Annex A.



Process information

Disclaimer

No information contained within this document, or in any future or past communication made between the Ombudsman and any Supplier in connection with this document, shall be relied upon as:

- constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT; and/ or
- a promise or representation as to the future.

Whilst all reasonable measures have been taken to ensure that the information made available to interested parties has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Neither the Ombudsman nor the Ombudsman's advisers accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to, such information contained in this document or on which such documents are based or with respect to any written or oral information made available to any interested recipient or its professional advisers, and any liability therefore is hereby disclaimed.

Each prospective Supplier to whom this document is made available must make its own independent assessment of this requirement and all matters relevant to this requirement after making such investigation and taking such professional advice as it deems necessary to determine its interest in this requirement. This document is not intended to provide the basis of any investment decision and should not be considered as a recommendation by the Ombudsman or its advisers to any recipient.

The Ombudsman may, at its discretion, vary the process and timetable outlined in this document and/or waive or relax the application of any requirements in relation to any prospective Supplier. By participating in the process initiated by this document each prospective Supplier accepts the rights and discretions reserved to the Ombudsman in this document. Under no circumstance shall the Ombudsman incur any liability in respect of this document or any supporting documentation.

Confidentiality

Suppliers shall treat all information and documents issued by the Ombudsman, its subsidiaries, and their advisors as private and confidential and their express written consent must be obtained prior to the release of information or documents to any third party other than a Supplier's funders, advisers or proposed sub- contractors. This document is made available upon the condition that it is only used in connection with this tender competition being conducted by the Ombudsman.

Suppliers must highlight within their response any potential conflict of interests. Any interests not declared may lead to the Supplier's elimination from the process.

Suppliers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the Contract, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of the Ombudsman (in relation to the form and content of the proposed publicity).

Canvassing & non-collusion

Any Supplier who is found to be:

 canvassing or offering any inducement to the Ombudsman's staff; and/ or
 in collusion with any other Supplier in order to distort competition in any way
will be disqualified (without prejudice to any other civil remedies available to the Ombudsman an
without prejudice to any criminal liability that such conduct by a Supplier may attract) from further
participation in the competition for the contract.



Freedom of information

Suppliers acknowledge that the Ombudsman has a duty of disclosure under the Freedom of Information Act 2000 and that it may be required to disclose information forming part of a Supplier's proposal to a third party upon request in accordance with the Freedom of Information Act 2000.

Where a Supplier considers that any of the information provided in its tender is commercially sensitive to the extent it could reasonably cause prejudice to its organisation if disclosed to a third party, then it should clearly mark on its tender those parts that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under the Freedom of Information Act 2000.

The Ombudsman shall endeavor to consult with Suppliers and shall have regard to any comments and objections made by Suppliers before it releases any information to third parties pursuant to the Freedom of Information Act 2000, always provided that the Ombudsman's legal obligation to supply the requested information will override any Suppliers objections and the Ombudsman shall not be liable to any Supplier and no Supplier shall seek to recover from the Ombudsman any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from disclosure of information by the Ombudsman in accordance with its obligations under the Freedom of Information Act 2000.

Suppliers must respond within 5 working days of receipt of notification from the Ombudsman that a request for information pursuant to the Freedom of Information Act 2000 has been received.

Provision of further information by suppliers

If, at any time prior to the submission of your proposal or during the period from the date of issue of this document until award of the Contract ("Tender Period"), there are any material changes to the same, the Supplier must advise the Ombudsman as soon as practicable (even if this is prior to the submission of the tender) and the Ombudsman reserves the right to reject any proposal that has been materially altered and recover any costs and expenses incurred by it as a result of terminating the process.

Period for which supplier proposal shall remain valid

Unless otherwise stated by the Supplier, your proposal shall remain valid for 60 days from the closing date for receipt of proposals.