

Invitation to Tender

Scala Application Development Services

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# INTRODUCTION

## PassivSystems Limited

### This Invitation to Tender (“**ITT**”) is issued by PassivSystems Limited (“**PSL**”), whose registered address is First Floor, Benyon House, Newbury Business Park, London Road, Newbury, Berkshire, England, RG14 2PZ, with registered company number 06692246.

### PSL is one of the UK’s leading cleantech companies, based in Newbury, which focuses on delivering innovative software solutions within the heating and renewable energy sector.

### As a technology company, PSL leads the sector in delivering innovative machine learning based solutions to energy optimisation in district heat and smart grid applications.

### Using an agile Kanban development approach, PSL deliver frequently and have a key focus on test automation and continuous delivery.

## Project

### Acting as a delivery partner to Hitachi Europe Limited, PSL will help deliver the Smart Energy Islands project on the Isles of Scilly, which is within the Cornwall and Isles of Scilly EU funding region, using funds secured from the European Regional Development Fund, part of the European Structural Investment Funds.

### The Smart Energy Islands project will provide the ICT enabling infrastructure to better balance the supply and demand of electricity on the Islands. This will enable a replicable model for increased penetration of renewables, control of energy uses, increasing resilience and efficiency, and reduced energy costs. Supporting the Islands’ objectives of 40% renewable energy and 40% reduction in energy bills.

### To help deliver their requirements of the project, PSL are seeking to procure the specialist skills of a company to provide Scala Application Development Services.

### PSL’s budget for this element of the project is £64,000, therefore bids will only be accepted from those bidders whose total contract price does not exceed this budget.

# SERVICE DELIVERY REQUIREMENTS

## Key Requirements

### PSL require the specialist skills of an external development company to help their in‑house team deliver a scalable backend services platform, by:

* Focusing on agile software development and being able to use it effectively;
* Analysing, designing and coding core elements of the system to an exemplary standard;
* Taking technical ownership of key areas of functionality; and
* Working with PSL’s customers and partners to ensure smooth integration with their services.

## Skills and Expertise

### The company is required to have the following skills and expertise:

* Very high quality OO design and development skills;
* Strong experience in Scala development in large complex systems;
* Experience in Java development;
* Experience in relational database development on Oracle;
* Experience in developing framework for test automation;
* Excellent communication skills;
* Good knowledge of enterprise architecture;
* Server-side development experience on Linux with good knowledge of how to get effective use out of open source toolsets and frameworks;
* Experience of working in small highly effective teams to successfully over-deliver on expectations;
* Experience in connected home platforms; and
* Experience in energy management applications.

## Knowledge and Understanding

### The company is required to have the following knowledge and understanding:

* Typesafe/Lightbend stack (e.g. Play, Akka);
* Spring/OSGi;
* Relational and NoSQL databases;
* Web UI and App development (e.g. Bootstrap, Cordova);
* Cloud deployment architectures;
* Secure and Scalable Microservices; and
* IoT.

# TENDER CONDITIONS

## Overview

### This ITT is being issued in accordance with the European Structural Investment Funds National Procurement Requirements (ESIF-GN-1-001), and consists of the following documents:

* Appendix 1 – Bidder Response Form; and
* Appendix 2 – Terms and Conditions of Contract.

### The contract period is a maximum of 6 months. The contract will commence on the date notified in PSL’s written acceptance of the bid submitted by the successful bidder following completion of the evaluation.

### The purpose of this ITT is to:

* Receive competitive tenders for evaluation;
* Enable bidders to describe their approach to providing a suitable solution; and
* Enable PSL to select a suitably qualified and experienced bidder from the procurement process.

## Response

### By submitting its bid to PSL, the bidder warrants, represents and undertakes that:

* All information, representations and other matters of fact communicated (whether in writing or otherwise) to PSL by the respondent or its representatives in connection with or arising out of this ITT are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the bid;
* The bidder has made its own investigations and undertaken its own research and due diligence and has satisfied itself in respect of all matters (whether actual or contingent) relating to this ITT and has not submitted its bid in reliance upon any information, representation or assumption which may have been made by or on behalf of PSL; and
* The respondent has full power and authority to respond to this ITT and to perform the obligations in relation to the contract and will, if requested, produce evidence of such to PSL’s reasonable satisfaction.

### Where there is a change to the information provided to PSL at any time, the bidder must advise PSL in writing as soon as practicable, even if this is after the date of submitting its bid, and disclose such changes in full. Upon receipt of such information, PSL will consider whether or not the nature and extent of the changes are such that the bidder should be permitted to participate further in this procurement process.

## Confidentiality

### The information in this ITT and its supporting appendices is made available by PSL on condition that:

* Bidders shall at all times treat the information provided as confidential;
* Subject to the exceptions referred to below, bidders shall not disclose, copy, reproduce, distribute or pass this information to any other person at any time; and
* Bidders shall not use the information for any purpose other than when preparing a bid or deciding whether to bid.

### Bidders may disclose, distribute or pass this information to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers to the bidder, the bidders' insurers or the bidders' funders) if either:

* This is done for the sole purpose of enabling a bid to be prepared and the person receiving this information undertakes in writing to keep this information confidential on the same terms as set out in this ITT; or
* The bidder obtains the prior written consent of PSL in relation to such disclosure, distribution or passing of this information.

## Conflicts of Interest

### PSL requires all actual or potential conflicts of interest to be resolved to PSL's satisfaction prior to the delivery of the bidders' response to this ITT.

### This includes any professional relationships with the Council of the Isles of Scilly, the Department for Communities and Local Government, PSL, or any Hitachi group companies.

### Bidders with an actual or potential conflict of interest are required to:

* Notify PSL of the professional relationships causing the conflict of interest; and
* Provide details on the practices or procedures in place to manage or address the conflict of interest.

### Failure to declare such conflicts and / or failure to address such conflicts to the reasonable satisfaction of PSL could result in a bidder being disqualified from the procurement process.

## Canvassing

### PSL reserves the right to disqualify any bidder who, in connection with this procurement:

* Offers any inducement, fee or reward to any member or officer of PSL or any person acting as an adviser for PSL in connection with this ITT;
* Does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 or of the Bribery Act 2010;
* Canvasses any of the persons referred to above in connection with this ITT; or
* Contacts any member or officer of PSL prior to the notification of a decision about any aspect of this ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possibility of their future employment or engagement by the bidder).

## Non-Collusion

### PSL reserves the right to disqualify any bidder who, in connection with this procurement:

* Fixes or adjusts the amount of their bid by or in accordance with any agreement or arrangement with any other bidder (other than a member of its own consortium or own supply chain members);
* Enters into any agreement or arrangement with any other bidder or that bidder's supply chain members to the effect that they shall refrain from making a bid, or they agree the amount of any bid to be submitted;
* Causes or induces any person to enter such agreement as is mentioned or to inform the bidder or any member of that bidder's supply chain of the amount or approximate amount of any rival bid;
* Offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission in relation to any other bid or proposed bid for this procurement; or
* Communicates to any person other than PSL the amount or approximate amount of their proposed bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a bid).

## Right to Reject Bids

### PSL reserves the right to reject or disqualify a bid where:

* A bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet PSL's submission requirements which have been notified to bidders;
* The bidder is guilty of material misrepresentation in relation to information provided by the bidder during the procurement process;
* The bidder contravenes any of the terms and conditions of this procurement; or
* There is a change in identity, control, financial standing or other factor affecting the bidder which impacts on the evaluation process.

## Right to Cancel or Vary the Process

### PSL reserves the right:

* To cancel or withdraw from the procurement process at any stage;
* To alter the timetable to contract award;
* Not to award a contract;
* To require a bidder to clarify their submission in writing and / or provide additional information (failure to respond adequately may result in a bidder not being successful); and / or
* Amend the terms and conditions of the procurement process.

## Governing Law

### This procurement process is governed by English law and the English courts shall have exclusive jurisdiction over any claims arising out of or in connection with this ITT or the associated procurement.

# INSTRUCTIONS TO BIDDERS

## 

## Procedure for Submission of Bids

### Bidders must complete Appendix 1 – Bidder Response Form and submit this in Microsoft Word or Adobe PDF format via email (with the subject of “Tender for Scala Application Development Services - Confidential”) to PSL at [procurement@passivsystems.com](mailto:procurement@passivsystems.com) by 5pm on 18th October 2017.

### All bids must be:

* Unconditional and capable of acceptance;
* Clear, concise and complete; and
* In English with pound sterling (£) prices which are exclusive of VAT.

### Following the receipt of bids, PSL may request clarification of bids in order to enable the evaluation to be completed. However, bidders will not have any opportunity to revise a bid after its submission.

### Following receipt of bids and after any clarification, PSL will evaluate the bids received by applying the evaluation criteria set out in section 5 of this ITT to select the successful bidder.

## Clarification Process

### Bidders may submit questions and requests for clarification or further information by email to [procurement@passivsystems.com](mailto:procurement@passivsystems.com) until the final date for the submission of clarification questions as detailed in the Bid Timetable, which is 5pm on 11th October 2017.

### If any bidder wishes to receive direct updates regarding questions received and answers provided during the clarification process, they must send an email entitled ‘Clarification Updates - Direct Communication Request’ to [procurement@passivsystems.com](mailto:procurement@passivsystems.com) providing the following information about their company:

* Company name;
* Company address;
* Contact point;
* Contact telephone number; and
* Contact email address.

### PSL’s policy in respect of sharing information is that all questions and requests for clarification or further information, and the corresponding responses, will be published to all bidders on an anonymous basis. Therefore, should bidders wish to avoid such disclosure the request must be clearly marked ‘In confidence - not to be circulated to other bidders’ and the bidder must set out the reason(s) for the request for non-disclosure to other bidders.

### If PSL considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the bidder who has submitted it. The bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or be treated as not confidential. PSL will deem that the question or request for clarification or further information has been withdrawn if PSL is not contacted in writing within 3 working days following the bidder being so informed.

### In addition to providing direct clarification updates to the bidders that request this, PSL will also periodically update the Contracts Finder webpage (which published details of the original opportunity) to include updates on all questions raised and the answers provided.

## Costs and Expenses

### PSL is not liable to any bidder or other person for any costs, expenses or losses incurred by any bidder or other person in connection with this procurement process.

## Bid Timetable

### The following table sets out the timetable for this procurement:

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| ITT issued | 04/10/17 |
| Final date for submission of clarification questions | 11/10/17 – 5pm |
| Responses to clarification questions to be sent to all bidders | 13/10/17 |
| Bid submission deadline | 18/10/17 – 5pm |
| Evaluation complete | 25/10/17 |
| Contract awarded | 01/11/17 |

### PSL reserves the right to amend the timetable set out above or extend any time period.

### Bids must remain open for acceptance for a period of 30 days after its submission. A bid not valid for this period may be rejected by PSL.

# BID EVALUATION AND CONTRACT AWARD

## Evaluation Criteria

### PSL will award the contract to the bidder with the most economically advantageous bid, by applying the following criteria:

* 10% – Price
* 90% – Quality

## Price Evaluation

### Each bidder’s prices will be evaluated as follows:

* Each bidder’s daily rate will be multiplied by 22 (to represent the average number of working days per month), and subsequently multiplied by 6 (to represent the number of months during the contract period) to determine a total contract price;
* Any bid whose total contract price exceeds PSL’s budget of £64,000 for the 6-month contract period will be excluded from the procurement process prior to the Quality Evaluation;
* The bidder with the lowest total contract price will be awarded a score of 10%; and
* Other bidder’s total contract prices will be scored using the following formula:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Lowest total contract price tendered | X 10% | = Score |
|  | Total contract price tendered |

## Quality Evaluation

### Quality is further sub-divided as follows:

| **Question** | **Subject** | **Weighting** |
| --- | --- | --- |
| C1 | Key Requirements | 20% |
| C2 | Skills and Expertise | 50% |
| C3 | Knowledge and Understanding | 20% |

### The following scoring system will be used to score each of the qualitative questions, taking into account the relative importance of each Service Delivery Requirement set out within Appendix 1 – Bidder Response Form, which will then be subsequently weighted according to the table above:

| **Score** | **Judgement** | **Definition** | **Application of Weighting** |
| --- | --- | --- | --- |
| 0 | Unacceptable (bid will be excluded from the procurement process) | • Does not meet the requirement.  • Does not comply and/or insufficient information provided to demonstrate that the bidder can provide the Service Delivery Requirements, and has little or no evidence to support the response. | Bidder will receive 0% of the weighting allocated to the section. |
| 1 | Serious reservations | • Satisfies the requirement with major reservations.  • Considerable reservations of the bidder’s ability to provide the Service Delivery Requirements, with little or no evidence to support the response. | Bidder will receive 20% of the weighting allocated to the section. |
| 2 | Minor reservations | • Satisfies the requirement with minor reservations.  • Some minor reservations of the bidder’s ability to provide the Service Delivery Requirements, with little or no evidence to support the response. | Bidder will receive 40% of the weighting allocated to the section. |
| 3 | Acceptable | • Satisfies the requirement.  • Demonstration by the bidder of their ability to provide the Service Delivery Requirements, with evidence to support the response. | Bidder will receive 60% of the weighting allocated to the section. |
| 4 | Good | • Satisfies the requirement with minor additional benefits.  • Above average demonstration by the bidder of their ability to provide the Service Delivery Requirements.  • Response identifies factors that will offer potential added value, with evidence to support the response. | Bidder will receive 80% of the weighting allocated to the section. |
| 5 | Excellent | • Exceeds the requirement.  • Exceptional demonstration by the bidder of their ability to provide the Service Delivery Requirements.  • Response identifies factors that will offer potential added value, with evidence to support the response. | Bidder will receive 100% of the weighting allocated to the section. |

### If a bidder receives a score of 0 (Unacceptable) for any qualitative question, their bid will not be considered further during the evaluation and they will be excluded from the procurement process.

### 

## Contract Award

### Following completion of the evaluation for quality and price, the bidder with the highest overall score will be awarded the contract.

### The successful bidder will be required to enter into a legally binding agreement with PSL which will be based on the terms and conditions set out in Appendix 2 – Terms and Conditions of Contract, incorporating the following:

* Service Delivery Requirements (as set out in section 2 of this ITT)
* Service Delivery Methods (as set out in the bidder’s response to Appendix 1 – Bidder Response Form)