PF9

**Invitation to Tender for Enterprise Content Management (ECM) Requirements Articulation, Market Assessment and Early Supplier Engagement and Pre-procurement assistance.**

Tender Reference Number: **TRN 059/11/2016**

Deadline for Tender Responses: **14:00 GMT, 9 December 2016**

**Oil & Gas Authority**

Date: 23 November 2016

The Oil & Gas Authority (“OGA”) wishes to commission a project for Enterprise Content Management (ECM) Requirements Articulation, Market Assessment and Early Supplier Engagement and Pre-procurement assistance

Enclosed are the following sections:

* Section 1 (page 3) Instructions on tendering procedures
* Section 2 (page 8) Specification of requirements
* Section 3 (page 23) Further information on tendering procedure
* Section 4 (page 26) Declarations and information to be provided;

Statement of Non-Collusion

Form of Tender

Conflict of Interest

Questions for tenderers

* Annex A: Pricing schedule

Please register your interest in submitting a tender for this project by emailing david.i.wilson@ogauthority.co.uk. This will ensure you receive immediate notification of updates to the ITT process or answers to questions raised by potential bidders.

Please read the instructions on the tendering procedures carefully since failure to comply with them may invalidate your tender. Your tender must be returned before the deadline time and date 14:00 GMT, 9 December 2016 clearly marked as “TENDER” including the Tender Reference Number TRN 059/11/2016.

I look forward to receiving your response.

Yours sincerely,

David Wilson

Head of Procurement

Email: david.i.wilson@ogauthority.co.uk

**Section 1**

**Instructions and Information on Tendering Procedures**

Invitation to Tender for: **P**roject for Enterprise Content Management (ECM) Requirements Articulation, Market Assessment and Early Supplier Engagement and Pre-procurement assistance

Tender Reference Number: **TRN 059/11/12016**

Deadline for Tender Responses: 14:00 GMT, 9 December 2016

**Instructions on tendering Procedures**

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# Indicative Timetable

The anticipated timetable for this tender exercise is as follows. The OGA reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

|  |  |
| --- | --- |
| **Tender Timeline** | **Date** |
| Advert and full invitation to tender issued | 23 November 2016 |
| Deadline for questions relating to the tender | 30 November 2016 – 14.00 GMT |
| Responses to questions published | 2 December 2016 |
| Deadline for receipt of tender | 9 December 2016 – 14.00 GMT |
| Invite suppliers for bid clarification (if needed) | 19 December 2016 |
| All suppliers alerted of outcome | 6 January 2017 |
| Contract award on signature by both parties | TBC |
|  |  |
| Contract start date | TBC |

The contract is to be for a period of 4 months maximum unless terminated or extended by the Authority in accordance with the terms of the contract.

# Procedure for Submitting Tenders

The maximum page limit for tenders is **30** pages (excluding declarations and CVs).

Please send 2 of your proposal clearly marked as “TENDER” and include the TRN reference number TRN 059/11/2016 **before** the deadline of 9 December 2016 14.00 GMT to David Wilson at the following address:

OGA

4th Floor

21 Bloomsbury Street

London WC1B 3HF

Please email an electronic version to David Wilson **after** the deadline for receipt of tenders to [david.i.wilson@ogauthority.co.uk](mailto:david.i.wilson@ogauthority.co.uk)

For questions regarding the procurement process please contact [david.i.wilson@ogauthority.co.uk](mailto:david.i.wilson@ogauthority.co.uk)

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered not later than the appointed time on the appointed date. The Authority does not undertake to consider tenders received after that time. The Authority requires tenders to remain valid for a period indicated in the specification of requirements.

The OGA shall have the right to disqualify you from the procurement if you fail to fully complete your response, or do not return all of the fully completed documentation and declarations requested in this ITT. The OGA shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed email [david.i.wilson@ogauthority.co.uk](mailto:david.i.wilson@ogauthority.co.uk) All questions should be submitted by 30 November 2016 14.00 GMT; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 2 December 2016 on Contracts Finder. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from the Authority any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

# Conflict of Interest

The OGA standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Head of Procurement.

For research and analysis, conflict of interest is defined the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortia or organisation designs a working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation which is the owner of a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensue maintain an impartial approach to the project is maintained.

The process by which this is managed in the procurement process is as follows:

1. **During the bidding process, organisations may contact the OGA to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.** Any organisation thinking of submitting a bid, should share their contact details with the staff member responsible for this procurement, to ensure they receive an update when any responses to questions are published.
2. **Contractors are asked to sign and return Declaration 3 (page 29) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue.** If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
3. **When tenders are scored, this declaration will be subject to a pass/fail score**, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in the OGA exercising its right to terminate any contract awarded.

# Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

# Terms and Conditions applying to this Invitation to Tender

The Terms and Conditions published with this invitation to tender on Contracts Finder will apply to this contract.

These can be downloaded from Contracts Finder.

# Further Instructions to Contractors

The Authority reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 30 November 2016. Where amendments are significant, the Authority may at its discretion extend the deadline for receipt of tenders.

The OGA reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation the Authority is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

# Checklist of Documents to be Returned

* Proposal (maximum 30 pages)
* Annex A – pricing schedule
* Declaration 1: Statement of non-collusion
* Declaration 2: Form of Tender
* Declaration 3: Conflict of Interest

**Section 2**

**Specification of Requirements**

Invitation to Tender for **Enterprise Content Management (ECM) Requirements Articulation, Market Assessment and Early Supplier Engagement and Pre-procurement assistance**

Tender Reference Number: **TRN 059/11/2016**

Deadline for Tender Responses: **9 December 2016 14.00 GMT**

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**1. Background**

The Oil and Gas Authority (OGA) became a GovCo on 1st October 2016.

OGA are currently using the legacy Department of Business, Energy and Industrial Strategy (BEIS) Docshare Electronic Document and Record Management System (EDRMS).

Docshare is hosted externally in a shared ‘tenancy’ as part of a shared service. The service is based on SharePoint 2013 Enterprise server. The service is not meeting OGA needs. These pain points can be attributed to the front and backend designs of the SharePoint implementation, where use of defined classifications, taxonomies and graphics to aid iterative searching or aggregation of content are lacking, causing poor user navigation, searching and overall confidence in the application.

The improvement and development of effective data and information management systems is a key objective for the OGA and is vital to improve the commercial, operational and technical performance of the UK oil and gas industry.

Internal information management capabilities at the OGA are required to support the stewardship, retention, reporting and publication of information and data to maximise MER UK benefits – the principle objective of the Energy Act 2016.

Asking for **information** under the freedom of **information** (FOI) act or environmental **information** regulations The OGA is committed to proactively releasing as much **information** as appropriate. Certain categories of **information** cannot be made available (for example for national security or commercial sensitivity reasons) for this purpose a robust user friendly document and records management system is required to meet these stated aims.

Creating a diverse, high-performing team and a great place to work, where employees are supported to develop their capability, in an organisation with simple processes and systems is a stated priority for which the DocShares Replacement Project corresponds with.

The expected benefits of the Project will be a selected ECM system that provides all users with an application that is easily searched, navigated, content managed, that aids collaboration and that legacy content is successfully migrated, whilst meeting underlying legal obligations.

To that end the client (OGA) requires the engagement of a third party to undertake a detailed scoping study through to select for an ECM product that meets the needs of the all users.

**2. Objectives**

The Supplier will provide services to support the Client in defining a user’s statement of requirements document to replace the existing application. This work will determine and document all current state issues regarding the usage of DocShare across the OGA Directorates. It will also formally document OGA requirements for a ‘to be’ Enterprise Document / Content Management (EDCM) service.

**3. Skills required**

2.1 A range of different skills are required for this contract. Contractors should clearly set out the skills and expertise provided by the proposed project team to meet the requirements.

2.2 Contractors should propose named members of the project team, and include the tasks and responsibilities of each team member. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

2.3 Contractors should identify the individual(s) who will be responsible for managing the project, and, if different, an individual point of contact with whom OGA officials can liaise on the day-to-day.

**4.** **Period of Contract**

The contract shall run from contract award until the project is officially closed, with all deliverables and milestones delivered to OGA satisfaction.

**5.** **Evaluation of Tenders**

**EVALUATION CRITERIA AND SCORING METHODOLOGY**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Capability | 35% |
| Project | 25% |
| Commercial & Cost | 40% |

**Scoring Method**

Tenders will be scored against each of the criteria above, according to the extent to which they meet the requirements of the tender. The meaning of each score is outlined in the table below.

The total score will be calculated by applying the weighting set against each criterion, outlined above; the maximum number of marks possible will be 100. Should any contractor score 1 in any of the criteria, they will be excluded from the tender competition.

|  |  |
| --- | --- |
| **Score** | **Description** |
| 1 | Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard |
| 2 | Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps |
| 3 | Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps. |
| 4 | Good: Proposal meets the required standard, with moderate levels of assurance |
| 5 | Excellent: Proposal fully meets the required standard with high levels of assurance |

**Scoring for Pricing Evaluation**

There will be a maximum of e.g. 5 marks:

Lowest priced bid receives 5 marks

2nd lowest priced bid receives 4 marks

3rd lowest priced bid receives 3 marks

4th lowest priced bid receives 2 marks

5th lowest priced bid receives 1 mark

All other bids receive 0 marks

**Content of Tender**

Contractors are strongly advised to structure their tender submissions in the following way, providing evidence of each criteria:

**Section 1 – Capability**

Requirements defined in Section 9.1 allow Contractors to demonstrate their applicable capability.

**Section 2 – Project**

Requirements defined in Section 9.2 allow Contractors to demonstrate their approach to this specific project.

**Section 3 – Commercial & Cost**

Contractors invited to tender are required to replicate and complete the applicable tables below as part of their response to this section, and to respond to requirements defined in Section 9.3.

For the avoidance of doubt, OGA expect contractors to bid on a fixed price basis (with travel expenses in addition to the fixed price).

**6. Annex A: Pricing Schedule**

**Part A – Staff/project team charges**

|  |  |
| --- | --- |
| Set up Costs – please specify |  |
|  |
| Expenses |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Grade/level of staff** | **Daily rate**  **(ex VAT)** | **No. days offered over course of contract** | **Tasks to be undertaken on this project** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total** | | |  | **£** |

[\*Suppliers should also include sub-contractors]

**Part B – Non-staff/project team charges**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item**  **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total** | | | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |

**7. Instructions to Contractors**

Contractors are required to submit 2 **hard copies** of their tender in writing, and one electronic version by e-mail to [david.wilson@ogauthority.co.uk](mailto:david.wilson@ogauthority.co.uk) hard copies should be sent to:

David Wilson

Head of Procurement

The Oil and Gas Authority

21 Bloomsbury Street

London

WC1B 3HF

Tender submissions must be received by OGA not later than 14:00 GMT on 9 December 2016.

OGAreserves the right to invite the top three highest scoring Contractors to give a presentation before a final decision is made. Tender presentations, if required, will be held the week commencing the 19 December 2016.

Contractors must note that OGA reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

Tenders submitted after the stipulated time and date advised will be rejected, unless clear evidence of posting guaranteeing delivery by the stated deadline is made available to OGA. Tenders may not be submitted by any other means.

If you require further information concerning the tender process, or the nature of the proposed contract, please in the first instance email David Wilson at [david.wilson@ogauthority.co.uk](mailto:david.wilson@ogauthority.co.uk).

No questions will be answered that provide a competitive advantage to any party pre-qualifying or tendering.

Should questions arise during the tendering period, which in our judgement are of material significance, we will maintain a Q&A log that will be made available to all potential contractors shortly after the deadline, and it will explain the nature of the question, and our formal reply. The deadline to receive questions on the bid is 14:00 GMT on 30 November 2016. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

**8. Conditions of Tender**

Representations

A contractor may contact officers of *OGA* to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to contractors.

Specification

For the avoidance of doubt, the contract specification shall include all requirements explicit or implied within the invitation to tender.

It must be recognised that *OGA* reserve the right to withdraw this tender document and all funding contained within it without notice.

Tenders Excluded

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of *OGA*. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

Collusive Tendering

In submitting a tender against this contract, the contractor confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The contractor also certifies that at no time, before or following the submission of the tender, has the Contractor carried out any of the following acts:

1. communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance;
2. entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;

iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. The context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Freedom of Information

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Contractors should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Contractors should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Contractors should note that no information is likely to be regarded as exempt forever.

Intellectual Property

(1) Subject to any pre-existing rights of third parties and of the Contractor, the Intellectual Property Rights (other than copyright) in all reports, documents and other materials which are generated or acquired by the Contractor (or any of its sub-contractors or agents) (“the Contractor Materials”) in the performance of the Services shall belong to and be vested automatically in the Authority.

(2) The Contractor hereby assigns any copyright that it owns in the Contractor Materials to the Crown. The Contractor waives all moral rights relating to the Contractor Materials.

(3) The Contractor warrants to the Authority that all of their staff, agents and sub-contractors are and will be engaged in relation to the Contract on terms which do not entitle any of them to any Intellectual Property Rights in the Contractor Materials, and which require them to waive all moral rights.

(4) If the Contractor in providing the Services uses any materials in which there are pre-existing Intellectual Property Rights owned by itself, its agents, sub-contractors or third parties, it shall itself provide, or procure from such agent, subcontractor or third party a non-exclusive licence for, or, if the Contractor is itself a licensee of those Intellectual Property Rights, it shall grant a sub-licence to, the Authority to use, reproduce, modify, adapt and enhance the material as the Authority sees fit. Such licence or sub-licence shall be perpetual and irrevocable and granted at no cost to the Authority.

(5) The Authority shall have the sole right to use any information (whether or not it is Confidential Information) collected or collated pursuant to the Contract (excluding any information which in the opinion of the Authority is confidential to the Contractor or which has been communicated to the Contractor under a condition that it shall be confidential to the Contractor), and all original documents in whatever form which contain that information, including any computer tape or disk, any voice recording and any special computer program written to give access to the information, shall on request be deposited with the Authority.

(6) Nothing in this Contract or done under the Contract shall be taken to diminish any Crown copyright, patent rights or any other Intellectual Property Rights which would, apart from this Contract, vest in the Crown or Authority.

(7) The Contractor shall ensure that all royalties licence fees or similar expenses in respect of Intellectual Property Rights in materials used in connection with the Contract have been paid and are included in the Charges.

**9. Requirements**

In their response suppliers should be able to demonstrate understanding, expertise, and relevant experience of the following in relation to this aspect of the service;

Capability (9.1)

**Requirement 1:** Supplier must demonstrate their understanding and experience of articulating the business and technical requirements of a modern EDRM \ ECM.

**Requirement 2:** Supplier must demonstrate experience of working in the Oil & Gas Industry, and types of information management projects undertaken.

**Requirement 3:** The supplier will describe what methodology and/or approach to business and requirements analysis will be undertaken to perform an OGA wide requirements study of the London and Aberdeen office teams by detailing how the approach will be conducted and documented.

**Requirement 4:** Describe the process of grading the inputs from this study in to a Statement of Requirements Document (SOR) and how this will produce a short list of available technology.

**Requirement 5:** Supplier must provide two live references for similar projects in the Oil and Gas Industry, and must confirm that they are prepared to act as broker in setting up any reference calls to those organisations or individuals.

**Requirement 6:** Supplier must describe the issues that will face an organisation when transitioning from an existing EDRM \ ECM to a new service.

**Requirement 7:** Supplier must descirbe their methodology for reviewing and articulating the current state of the EDRMS that OGA rely upon today, including the deliverables associated with this process.

**Requirement 8:** Supplier must propose how they will manage the process of collecting and articulating OGA requirements given the geographical split of the OGA, with OGA offices being in London and Aberdeen.

**Requirement 9:** Supplier must demonstrate their understanding of UK Government IT landscape and UK Government IT security requirements.

**Requirement 10:** Supplier must articulate how they intend to integrate its service into the DECC IT SIAM and project delivery function.

**Requirement 11:** Supplier must propose the number of persons and roles that will be deployed to conduct this requirements study process.

**Requirement 12:** Supplier must propose an approach for evaluating the current EDRM \ ECM market against Customer requirements.

**Requirement 13:** Supplier must propose the number of persons and roles that will make up the project team, with a project plan that shows how the resources are engaged with the project.

**Requirement 14:** Supplier must propose an approach for early market engagement of potential suppliers of an EDRM \ ECM service to the Authority.

Project (9.2)

**Requirement 2.1:** Supplier must state all assumptions they have made when responding to this ITT.

**Requirement 2.2:** Supplier must state all Authority dependencies they have identified when responding to this ITT.

**Requirement 2.3:** Supplier must articulate why the project team as proposed represents the most effective and efficient approach to deliver the Authority requirements.

**Requirement 2.4:** Supplier must provide an outline project plan, including dates, any phases, milestones and deliverables that are applicable, and proposed timescales from completion of the project.

**Requirement 2.5:** The outline project plan (referenced in 2.1) must be delivered in the form of a Microsoft Excel spreadsheet as a distinct file, A Gantt chart should be included in the reponse.

**Requirement 2.6:** Supplier must propose a mechanism whereby the Authority can remain fully informed and engaged re: progress, problems, delays etc.

**Requirement 2.7:** Supplier must propose how they can evaluate the market of potential suppliers of an Enterprise Content Management service, evaluating the ‘fit’ to Authority requirements, strengths and weaknesses of potential suppliers etc.

**Requirement 2.8:** Supplier must propose how they can support the early market engagement of potential Service Integrators, specifically relying on the articulated Customer requirements.

**Requirement 2.9:** Supplier must provide techncial input (in the form of a list of requirements as a deliverable) to the ITT that OGA wish to issue for further phases.

**Requirement 2.10:** Supplier must describe a future state that will maintain existing security and records management capabilities that allow the OGA to meet its legal obligations.

**Requirement 2.11:** Supplier must produce an Information Management Roadmap for the technology deployment and key themes of the Statement of Requirements (SoR) for the next three years.

**Requirement 2.12:** Supplier must produce a Scope of Work (SoW) to engage a System Integrator (SI) based upon the SoR and Information Management Roadmap.

**Requirement 2.13:** Supplier must list all proposed deliverables of the project and indicate those that require Customer sign off.

Commercial and Cost (9.3)

**Requirement 3.1:** Supplier must confirm that they understand that bidding for this phase of a bigger project may exclude them from bidding for follow-on phases, including the operational provision of an ECM service.

**Requirement 3.2:** If the Supplier could potentially delivering the operational provision of an ECM to OGA then the Supplier must articulate how they can ensure that, by working on this early phase, they do not carry any advantages into competition for further phases, including the operational provision of an ECM service.

**Requirement 3.3:** Supplier must confirm that they have submitted the project cost as per the tables in Section 6.

**Requirement 3.4:** Supplier must also submit project costs as a distinct Microsoft Excel Spreadsheet.

**Requirement 3.5:** Supplier must confirm how additional charges will be incurred should the scope of the engagement change during the project.

**Requirement 3.6:** Supplier must confirm the proposed SFIA Rate Card (or other applicable Rate Card) that applies to this work package.

**Requirement 3.7:** Supplier must articulate why their proposal represents value for money to the Authority.

**Requirement 3.8:** Supplier must confirm that their bid is on a fixed-price basis, with expenses submitted separately.

**Requirement 3.9:** Supplier must confirm that any expenses incurred will be billed separately to OGA, and that they will confirm to any existing OGA expenses policy and guidelines for travel expenses.

**Requirement 3.10:** Supplier must confirm that they accept the OGA Terms and Conditions as included with this ITT.

# Consortium Bids

In the case of a consortium tender, only one submission covering all of the partners is required but consortia are advised to make clear the proposed role that each partner will play in performing the contract as per the requirements of the technical specification. We expect the bidder to indicate who in the consortium will be the lead contact for this project, and the organisation and governance associated with the consortia.

Contractors must provide details as to how they will manage any sub-contractors and what percentage of the tendered activity (in terms of monetary value) will be sub-contracted.

If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the OGA reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

The OGA recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the OGA so that it can make a further assessment by applying the selection criteria to the new information provided.

# 11. Budget

The budget for this project is £100,000 to £120,000 including VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

Cost will be a criterion against which bids which will be assessed.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Authority aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of contract.

**12. Structure of Tenders**

Contractors are strongly advised to structure their tender submissions to cover each of the criteria above. Complete the price schedule attached at Annex A, specifying the daily rates (ex-VAT) you will charge for each level of your staff.

**13. Bid Clarification**

The OGA reserves the right to award the contract based on applicants’ written evaluation only if one candidate emerges from the evaluation stage as significantly stronger than the others.

The OGA may invite all suppliers for bid clarification if they feel there is a requirement.

**14. Feedback**

Feedback will be given in the unsuccessful letters or emails.

**Section 3**

**Further Information on Tender Procedure**

Invitation to Tender for: **Enterprise Content Management (ECM) Requirements Articulation, Market Assessment and Early Supplier Engagement and Pre-procurement assistance**

Tender Reference Number: **TRN 059/11/2016**

Deadline for Tender Responses: **14:00 GMT, 9 December 2016**

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# Definitions

Please note that references to the "Authority" throughout these documents mean The Chief Executive of the Oil & Gas Authority acting through his/her representatives in the OGA.

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Authority. You should be aware of the Authority’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Authority. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, of 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 precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Authority’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Authority (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Authority with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Authority or contracts with its suppliers fall to be disclosed the Authority will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

# Data security

The successful tenderer must comply with the Data Protection Act (DPA) 1998 and any information collected, processed and transferred on behalf of the OGA, and in particular personal information, must be held and transferred securely**. Contractors must provide assurances of compliance with the DPA and set out in their proposals details of the practices and systems they have in place for handling data securely including transmission between the field and head office and then to the OGA**. Contractors will have responsibility for ensuring that they and any subcontractor who processes or handles information on behalf of the OGA is conducted securely. The sorts of issues which must be addressed satisfactorily and described in contractors’ submissions include:

* procedures for storing both physical and system data;
* data back-up procedures;
* procedures for the destruction of physical and system data;
* how data is protected;
* data encryption software used;
* use of laptops and electronic removable media;
* details of person/s responsible for data security;
* policies for unauthorised staff access or misuse of confidential/personal data;
* policies for staff awareness and training of DPA;
* physical security of premises.
* How research respondents will be made aware of all potential uses of their data.

# Non-Collusion

No tender will be considered for acceptance if the contractor has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an officer of the OGA. Section 4 contains a "Statement of non-collusion" (declaration 1); any breach of the undertakings covered under items 1 - 3 inclusive will invalidate your tender. If a contractor has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming damages from the successful contractors. You must not:

* Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
* Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
* Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Offering an inducement of any kind in relation to obtaining this or any other contract with the Authority will disqualify your tender from being considered and may constitute a criminal offence.

**Section 4**

**Declarations to be submitted by the Tenderer**

Invitation to Tender for **Enterprise Content Management (ECM) Requirements Articulation, Market Assessment and Early Supplier Engagement and Pre-procurement assistance**

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# Declaration 1: Statement of non-collusion

To: The Oil & Gas Authority

1. We recognise that the essence of competitive tendering is that the Authority will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

1. communicate to any person other than the Authority the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
2. enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
3. offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

……………………………………………………………………………….….

Signature (duly authorised on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………….…………………….

On behalf of (organisation name)

…………………………………………………………………….…………….

Date

# Declaration 2: Form of Tender

To: The Oil & Gas Authority

1. Having considered the invitation to tender and all accompanying documents

(including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by the Authority for 8 weeks from the date below.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Authority we may be required to secure a Deed of Guarantee in favour of the Authority from our holding company or ultimate holding company, as determined by the Authority in their discretion.

6. We understand that the Authority is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

…………………………………………………………………………........

Signature (duly authorised on behalf of the tenderer)

…………………………………………………………………………………

Print name

………………………………………………………………………….

On behalf of (organisation name)

………………………………………………………………………….

Email address

………………………………………………………………………….

Telephone Number

………………………………………………………………………….

Date

# Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed …………………………………….

Name …………………………………….

Position …………………………………….

***OR***

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

* X
* X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

* X
* X

Signed …………………………………….

Name …………………………………….

Position …………………………………….

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

**\*** These may include (but are not restricted to);

* A professional or personal interest in the outcome of this research
* For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
* Current or past employment with relevant organisations
* Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
* Gifts or entertainment received from relevant organisations
* Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
* Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify the OGA straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

# Declaration 4: Questions for tenderers

In some circumstances the Authority is required by law to exclude you from participating further in a procurement. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** |
| 1. conspiracy within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251977_45a%25&risb=21_T12077301839&bct=A&service=citation&A=0.2630909849289865) or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| 1. corruption within the meaning of [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251889_69a%25&risb=21_T12077301839&bct=A&service=citation&A=0.774070316337072)(2) of the Public Bodies Corrupt Practices Act 1889 or [section 1](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%251%25sect%251%25num%251906_34a%25&risb=21_T12077301839&bct=A&service=citation&A=0.24433813672949012) of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. fraud or theft within the meaning of the [Theft Act 1968](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251968_60a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.35766330215827113), the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| 1. fraudulent trading within the meaning of [section 458](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%25458%25sect%25458%25num%251985_6a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5972529271560607) of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| 1. fraudulent evasion within the meaning of section 170 of the [Customs and Excise Management Act 1979](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251979_2a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.22540552446837803)  [or section 72 of the Value Added Tax Act 1994](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23num%251994_23a_Title%25&risb=21_T12077301839&bct=A&service=citation&A=0.9838628229561671); |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

**Annex A: Pricing Schedule**

**Part A – Staff/project team charges**

|  |  |
| --- | --- |
| Set up Costs – please specify |  |
|  |
| Expenses |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*Grade/level of staff** | **Daily rate**  **(ex VAT)** | **No. days offered over course of contract** | **Tasks to be undertaken on this project** | **Total price offered per staff member** |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
|  | £ |  |  | £ |
| **Sub-total** | | |  | **£** |

[\*Suppliers should also include sub-contractors]

**Part B – Non-staff/project team charges**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **No. of items** | **Price per item**  **(ex VAT)** | **Total price per offered** |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
|  |  | £ | £ |
| **Sub-total** | | | **£** |

**Part C – Full price offered**

|  |  |
| --- | --- |
| **Sub-total (Part A + Part B)** | **£** |
| **VAT** | **£** |
| **TOTAL (Sub-total + VAT)** | **£** |