



Crown Commercial Service

INVITATION TO TENDER

CORPORATE SOFTWARE SOLUTIONS

REFERENCE NUMBER

RM 1042

ATTACHMENT 1

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a multi-Supplier pan-government Framework Agreement for the purchase of Corporate Software Solutions.
- 1.2 This Invitation to Tender (ITT) and its Attachments contain the information and instructions that you need to submit a compliant completed Tender. Words in this ITT and its Attachments which are capitalised have definitions either in that paragraph or in the glossary at paragraph [131313](#).
- 1.3 Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Tender from this Procurement.
- 1.4 Please also read the Terms of Participation at Attachment 6 as they form part of this ITT and they will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority.
- 1.5 If you are participating in this Procurement as a member of a Consortium or special purpose vehicle, or are using subcontractors please read the guidance in paragraph [666](#).
- 1.6 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. To ensure all communications relating to this Procurement are received, you must ensure that the point of contact you nominate in the e-Sourcing Suite is accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.7 The Selection and Award Questionnaires have been designed in the e-Sourcing Suite. Your responses to Selection and Award questions must be completed online. Further information on this can be found in Attachment 2 - Selection Questionnaire and evaluation guidance, and Attachment 3 - Award Questionnaire and evaluation guidance. Guidance on how to use the e-Sourcing Suite can be found at Attachment 8.
- 1.8 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph [777](#) for details on how to do so. You must read all the information contained within this ITT and its Attachments on the e-Sourcing Suite thoroughly so that questions or clarifications are not raised unnecessarily.
- 1.9 The Authority is managing this Procurement in accordance with its general obligations under the Regulations, and specifically in accordance with the open procedure (Regulation 15) and the requirements relating to framework agreements (Regulation 19).

2. THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

- 2.1 This Procurement may result in the award of the Framework Agreement to successful Potential Providers. Once the Framework Agreement has been executed those successful Potential Providers will become Suppliers.
- 2.2 The Framework Agreement will enable Contracting Bodies (including the Authority) to place orders with Suppliers for the Services via Call-Off Contracts.
- 2.3 The Framework Agreement (including the Framework Schedules) and Call-Off Contract terms and conditions are available at Attachments 4 and 5 on the e-Sourcing Suite. Please review the Framework Agreement and Call-Off Contract carefully to understand the rights and obligations it confers on the parties.
- 2.4 Framework Agreement and Call-Off Contract terms are non-negotiable, whether during the Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph [777](#)).
- 2.5 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate elements of the Tender including (but not limited to) the successful Potential Provider's charges and its approach to delivering the Services.

- 2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers and collect Management Information and any Management Charges payable by Suppliers.
- 2.7 Contracting Bodies
- 2.7.1 The Framework Agreement will be available for use by Contracting Bodies throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice.
- 2.7.2 Any relevant Contracting Body may purchase the Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.8 The ordering process and further evaluation criteria
- 2.8.1 Contracting Bodies may place orders for any of the Services by direct award (i.e. without re-opening competition among Suppliers), or by further competition including use of an e-Auction. The procedures that Contracting Bodies use to make a direct contract award and conduct a further competition are set out in Framework Schedule 5 (Call-Off Procedure).
- 2.8.2 Contracting Bodies will use the evaluation criteria and weightings set out in Framework Schedule 6 (Award Criteria) to determine which Supplier should be appointed to supply the Services.
- 2.8.3 All orders placed by Contracting Bodies will be subject to the Call-Off Contract terms and conditions contained within Framework Schedule 4 and at Attachment 5 supplemented as appropriate by such additional details as may be necessary.
- 2.8.4 The Contracting Body will manage the Supplier's day to day performance of the Call-Off Contract.

3. REQUIREMENTS AND LOT STRUCTURE

- 3.1 A detailed description of the Services that a Supplier will be required to supply for a Lot in which it has been successful is set out at Framework Schedule 2 and in the OJEU Contract Notice. A copy of the OJEU notice is published at <http://ccs.cabinetoffice.gov.uk/i-am-buyer/procurement-pipeline>.
- 3.2 The Services covered by this Procurement have been subdivided into seven Lots, namely:

LOT	DESCRIPTION
Lot 1	<p>LOT 1 Enterprise Resource Planning Software Solutions</p> <p>The provision of ERP application software.</p> <p>ERP is an integrated computer-based system used to manage internal and external resources including tangible assets, financial resources and materials, and human resources. It is a software architecture whose purpose is to facilitate the flow of information between all business functions inside the boundaries of the organization and manage the connections to outside stakeholders. Built on a centralised database and normally utilising a common computing platform, ERP systems consolidate all business operations into a uniform and enterprise wide system environment.</p> <p>Suppliers in this Lot can provide either a complete ERP solution or two or more modules of an ERP solution including but not limited to;</p> <ul style="list-style-type: none"> • Finance and accounting requirements - income, expenses, budgeting, forecasting, cash management, budgeting; • Supply chain management;

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • Corporate services – project & portfolio management, quality management; • Manufacturing planning; • Production planning; • Project Management; • Inventory control; • Planning and budgeting solutions; • Pricing systems; • Procurement systems; • Licensing and accounting systems; • Logistics; and • Payment systems <p>All solutions should have the capability to report and analyse.</p> <p>Ancillary services within this Lot shall include but are not limited to the provision of:</p> <ul style="list-style-type: none"> • requirements analysis; • development and customisation of the system; • integration of the solution; • onsite or remote deployment; • business process re-engineering; • work flow development; • training; • service desk; • hosting services; • data handling and validation; • user support; • solution review process; • data migration, validation, loading and storage; and • ongoing support and maintenance <p>All solutions should have the capability to report and analyse.</p> <p>For the purposes of this Lot, Goods may include requirements as part of an ERP solution, or for modules as listed above and where they are purchased as part of the solution</p> <p>Hardware can be purchased providing that software forms the majority of the total contract value.</p> <p>Lot 1 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>
Lot 2	<p>LOT 2 Finance IT Software Solutions –</p> <p>The provision of finance application software provides finance application solutions or amendment of existing solutions which will include solution identification, design, development, implementation, data take-on, migration, integration and security; user training, maintenance and support. It will also cover the prototyping, configuring or tailoring of existing products and include some goods and services as part of a wider solution.</p> <p>Suppliers in this Lot can provide either a complete finance solution or modules of an Finance IT solution including but not limited to;</p> <ul style="list-style-type: none"> • Finance and accounting requirements - income, expenses, budgeting,

LOT	DESCRIPTION
	<p>forecasting, cash management;</p> <ul style="list-style-type: none"> • Planning and budgeting solutions; • Pricing systems; • Payment systems; • Procurement; and • Licensing and accounting systems <p>All solutions should have the capability to report and analyse.</p> <p>Ancillary services within this Lot shall include but are not limited to the provision of:</p> <ul style="list-style-type: none"> • requirements analysis; • development and customisation of the system; • integration of the solution; • onsite or remote deployment; • business process re-engineering; • work flow development; • training; • service desk; • hosting services; • data handling and validation; • user support; • solution review process; • data migration, loading and storage; • Ongoing support and maintenance; and • Order management – satisfactory management of customer orders in accordance with defined acknowledgement and response times, delivering customer satisfaction throughout. Use of online order management and P2P systems where possible to drive efficiency <p>For the purposes of this Lot, Goods may include requirements as part of an finance IT solution or modules as listed above and where they are purchased as part of the solution</p> <p>Hardware can be purchased providing that software forms the majority of the total contract value.</p> <p>Lot 2 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>
Lot 3	<p>Lot 3 Human Resources (HR) and Payroll Software Solutions</p> <p>Provides for HR & payroll application solutions or amendment of existing solutions which will include solution identification, design, development, implementation, data take-on, migration, management of internal resources, integration and security; user training, maintenance and support. It will also cover the prototyping, configuring or tailoring of existing products and include some goods and services as part of a wider solution.</p> <p>All solutions should have the capability to report and analyse.</p> <p>Suppliers can provide either a complete HR/Payroll application or modules of systems and/or services for managing internal resources and payroll such as:</p> <ul style="list-style-type: none"> • Payroll - automated pay process based on employee time and attendance, and calculates various deductions and taxes; • Benefits administration module – allows organizations to administer and track employee participation in benefit programmes (insurance, compensation, profit sharing, retirement);

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • HR management module – basic demographic and address data, training and development, skills management; • Performance management; • People management; • Absence management; • Resource management; • Recruitment – applicant tracking, web recruitment, talent attraction; and • Other staff focused or staff support applications <p>Ancillary services within this Lot shall include but are not limited to the provision of:</p> <ul style="list-style-type: none"> • requirements analysis; • development and customisation of the system; • integration of the solution; • onsite or remote deployment, • business process re-engineering; • work flow development; • training; • service desk; • hosting services; • data handling and validation; • user support; • solution review process; • data loading and storage; • data migration, handling and validation; and • Ongoing support and maintenance <p>For the purposes of this Lot, Goods may include requirements as part of an HR and payroll solutions or modules as listed above and where they are purchased as part of the solution</p> <p>Hardware can be purchased providing that software forms the majority of the total contract value.</p> <p>Lot 3 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>
Lot 4	<p>LOT 4 Customer Relationship Management (CRM) Software Solutions</p> <p>Provides for customer relationship management and case management solutions which will include solution identification, design, development, implementation, data take-on, migration, integration and security; user training, maintenance and support or managed service all necessary to better manage their relationships with customers. It will also cover the prototyping, configuring or tailoring of existing products and also include some goods and services as part of a wider solution, including the provision of operational services.</p> <p>Suppliers in this Lot can provide either a complete CRM solution or modules of an CRM solution including but not limited to;</p> <p>Implementation of systems and/or services for such as:</p> <ul style="list-style-type: none"> • Sales and marketing - including pipeline activity and sales forecasting; • Customer service – including case management;

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • Ticket/Incident management; • Communication, social CRM and media monitoring; • Records Management; • Other customer focussed applications; and • The ability to analyse and report out of the system; <p>All solutions should have the capability to report and analyse. These requirements will be designed in line with digital by default standards.</p> <p>Ancillary services within this Lot shall include but are not limited to the provision of:</p> <ul style="list-style-type: none"> • requirements analysis; • development and customisation of the system; • integration of the solution; • onsite or remote deployment; • business process re-engineering; • work flow development; • training; • service desk; • hosting services; • data handling and validation; • user support; • solution review process; • data handling and validation; • data migration, loading and storage; and • ongoing support and maintenance <p>For the purposes of this Lot, Goods may include requirements as part of a CRM solution, or for modules as listed above and where they are purchased as part of the solution</p> <p>Hardware can be purchased providing that software forms the majority of the total contract value.</p> <p>Lot 4 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>
Lot 5	<p>LOT 5 Enterprise Content Management (ECM) Software Solutions</p> <p>Provides for Enterprise Content Management (ECM) or Document and Records Management (EDRM) solutions which will include solution identification, design, development, implementation, organising, storing, data take-on, migration, integration and security; user training, maintenance and support as part of a wider solution that relates to the customers processes. It will also cover the prototyping, configuring or tailoring of existing products and also include some goods and services as part of a wider solution required throughout the lifecycle of the content. The scope of this Lot covers the implementation of document life cycle solutions.</p> <p>Suppliers in this Lot can provide either a complete ECM or EDRM solution or modules of an ECM or EDRM solution including but not limited to;</p> <ul style="list-style-type: none"> • Document Management; • Document Scanning Services; • Web Content Management; • Records Management;

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • Image Processing; • Workflow Management; • Storage of (electronic) document / records; and • Systematic control of the creation, receipt, maintenance and processes for capturing and maintaining information about business activities and transactions. <p>All solutions should have the capability to report and analyse.</p> <p>Ancillary services within this Lot shall include but are not limited to the provision of;</p> <ul style="list-style-type: none"> • requirements analysis; • development and customisation of the system; • integration of the solution; • onsite or remote deployment; • business process re-engineering; • work flow development; • training; • service desk; • hosting services; • user support; • solution review process; • data migration, loading, validation and storage; and • user support and maintenance <p>For the purposes of this Lot, Goods may include requirements as part of an ECM or EDRM solution or modules as listed above and where they are purchased as part of the solution</p> <p>Hardware can be purchased providing that software forms the majority of the total contract value.</p> <p>Lot 5 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>
Lot 6	<p>LOT 6 Data Management and Reporting Systems (DMRS) Software Solutions</p> <p>Provides for Information Management application solutions or amendment of existing solutions which will include solution identification, design, development, implementation, data take-on, migration, processing, integration and security; user training, maintenance and support. It will also cover the prototyping, configuring or tailoring of existing products and include some goods and services as part of a wider solution. This Lot also covers data management services which will include data interfacing, data integration, data governance, data analysis, data architecture, data modelling, data management, data archiving/de-duplication, data security, data mining, data quality management, master data management, data warehousing, business intelligence, content management and meta data management to efficiently process large quantities of data within a specified time limit.</p> <p>Suppliers in this Lot can provide either a complete DMRS solution or modules of a DMRS solution including but not limited to;</p> <ul style="list-style-type: none"> • Implementation of systems and/or services for data management, business intelligence and performance management requirements • Business intelligence and reporting systems;

LOT	DESCRIPTION
	<ul style="list-style-type: none"> • Data warehouse and data management systems; • Data Manipulation, Quality and Integration Tools; <ul style="list-style-type: none"> ○ data quality solutions; ○ data manipulation solutions; ○ data integration solutions; ○ data discovery solutions; and ○ data mining solutions. • Data Analytics; • Big Data; <ul style="list-style-type: none"> ○ massively parallel processing (MPP) databases; ○ data mining grids; ○ distributed file systems; ○ distributed databases; ○ scalable storage systems. <p>All solutions should have the capability to report and analyse.</p> <p>Ancillary services within this Lot shall include but are not limited to the provision of:-</p> <ul style="list-style-type: none"> • requirements analysis; • development and customisation of the system; • integration of the solution; • onsite or remote deployment; • business process re-engineering; • work flow development; • training; • ongoing support and maintenance; • service desk; • hosting services; • data handling and validation; • user support; • solution review process; • data migration, validation, loading and storage; and • ongoing support and maintenance <p>For the purposes of this Lot, Goods may include requirements as part of a DMRS solution, or for modules as listed above and where they are purchased as part of the solution</p> <p>Hardware can be purchased providing that software forms the majority of the total contract value.</p> <p>Lot 6 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>
Lot 7	<p>LOT 7 Mobile Application Solutions</p> <p>Services in this Lot will include mobile solution identification, design, deployment, development, testing, implementation, data take-on, migration, integration and security; user training, maintenance and solution hosting and support for a range of deployments in delivering customer’s mobile application requirements to a variety of mobile devices.</p>

LOT	DESCRIPTION
	<p>This Lot is only for the development of mobile applications on various platforms.</p> <p>This Lot will cover development of complete mobile applications through to mobile interfaces for existing applications.</p> <p>Lot 7 will attract Grade Day Rates as some of the services under this Lot fall in the category of Resource Based Services.</p>

3.3 Details of the potential value of Call-Off Contracts placed under the Framework Agreement are set out in the OJEU Contract Notice.

4. PROCUREMENT TIMETABLE

4.1 The timetable for this Procurement is set out in the table below.

4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY
23/04/2014	Dispatch of the OJEU Contract Notice
23/04/2014	Release of the ITT to all Potential Providers
23/04/2014	Clarification period starts
15:00 GMT 07/05/2014 <u>and</u> <u>15:00 GMT 12/05/14</u>	Bidders Conference
17:00 GMT 14/05/2014	Tender Clarifications Deadline
17:00 GMT 20/05/2014	Deadline for the publication of responses to Tender Clarification questions
15:00 28/05/2014	Tender Submission Deadline
05/08/2014	Intention to award notification issued to successful and unsuccessful Potential Providers
15/08/2014	10 day Standstill Period (in accordance with Regulation 32)
19/08/2014	Planned date for appointment of Supplier(s) to Framework Agreement
19/08/2014	Expected commencement date for Framework Agreement

4.3 Potential Providers who fail the Qualification Stage or fail on grounds of non-compliance will be notified accordingly.

5. COMPLETING AND SUBMITTING A TENDER

5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this document and in its Attachments.

5.2 You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Tender.

5.3 The Authority utilises an e-Sourcing Suite to provide governance around the sourcing process. Your response must be managed through this tool. You are therefore advised of the following:

5.3.1 It is your responsibility to ensure that you have submitted a fully compliant Tender.

- 5.3.2 You should ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
- 5.3.3 Any incomplete or incorrect submissions may be deemed non compliant, and as a result you may be unable to proceed further in the procurement process.
- 5.3.4 You are strongly advised to allow plenty of time for the entering of responses into the e-Sourcing Suite. It is advised that this activity commences as soon as possible and is not left until the day of the Tender Submission Deadline.
- 5.4 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see Attachment 8 – Supplier Guidance Documentation.
- 5.5 Additional materials, Documents and Attachments
 - 5.5.1 You must adhere to the following instructions:
 - 5.5.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.5.1.2 Any additional documents requested by the Authority must only be attached at the question level in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. Any documents must be submitted in the format requested by the Authority in the question.
- 5.6 Data Entry
 - 5.6.1 A fully compliant Tender must adhere to the following instructions:
 - 5.6.1.1 All answers in the Tender must be inserted into the relevant answer box located beneath the relevant question, unless an attachment is permitted. Only information entered into the relevant answer box or as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender;
 - 5.6.1.2 The Tender must be submitted in the English (UK) language;
 - 5.6.1.3 You must answer all requirements accurately and precisely;
 - 5.6.1.4 Where a number of options are offered as a response to a question, you must select the relevant option from the drop down list;
 - 5.6.1.5 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right; and
 - 5.6.1.6 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). Any stated character limit is assumed to include spaces and punctuation.
- 5.7 Deadline for the submission of Tenders
 - 5.7.1 All Tenders must be received by the Authority before the Tender Submission Deadline (see the Procurement timetable in paragraph [444](#) for details).
 - 5.7.2 Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.
- 5.8 Uploading and submitting a Tender
 - 5.8.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
 - 5.8.2 **All** Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will **not** be accepted.

- 5.8.3 Elements of a Tender may be opened and submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. Instructions explaining how to formally submit the Tender to the Authority are located within the e-Sourcing Suite.
- 5.8.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Upon the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any attachments as requested through the e-Sourcing Suite. Tenders cannot be modified by you after the Tender Submission Deadline.
- 5.8.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.8.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the rejection of your Tender.

6. CONTRACTING ARRANGEMENTS (SUBCONTRACTORS AND CONSORTIA)

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic and technical capacity, as set out in the Selection Questionnaire, will be satisfied. This means the Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Tender must be completed in the name and 'voice' of the economic operator (typically a company or similar legal entity), or in the case of a Consortium the economic operators, that will ultimately enter into a Framework Agreement with the Authority and therefore assumes liability for performance of the Framework Agreement (the "**Potential Provider**").
- 6.3 With the exception of subcontractors identified in the Tender (and subject to paragraph [6.86-86-8](#)), no organisation other than the Potential Provider will be able to provide Services through the Framework Agreement, whether group company, subsidiary, parent company, holding company, associated company, franchise or, fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as subcontractors identified in the Tender.
- 6.4 The Authority welcomes Tenders from economic operators collaborating as a Consortium or subcontracting elements of its obligations. Where one of these approaches is adopted the following guidance set out in the following paragraphs must be followed.
- 6.5 Subcontracting proposals
 - 6.5.1 If you need to rely on the capability and/or experience of one or more subcontractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender. Any Potential Provider using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s) in the Selection Questionnaire.
 - 6.5.2 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on a subcontractor, the name of the particular subcontractor and explain the subcontractor's capability and experience as the context of the question requires.
 - 6.5.3 The Authority does not require all subcontractors be disclosed. It only requires a Potential Provider to disclose those subcontractors who directly contribute to the Potential Provider's ability to meet its obligations under the Framework Agreement (including under any Call-Off Contract). There is no need to specify those subcontractors providing general services to the Potential Provider (such as window cleaners, lawyers, desktop software providers etc) that indirectly enable the Potential Provider to perform the Framework Agreement. For example if the Authority requires a Supplier to hold a particular licence – then the Potential Provider may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its subcontractor 'XYZ Co'.

6.6 Consortium proposals

- 6.6.1 If a group of economic operators wish to act jointly to provide the Services they may do so:
- 6.6.1.1 with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call-Off Contract. Please note that in accordance with Regulation 28 the Authority may require the Consortium to form a single legal entity for the purpose of concluding the Framework Agreement; or
 - 6.6.1.2 using a separate entity (often referred to as a special purpose vehicle or “SPV”) who will ultimately enter into a Framework Agreement with the Authority. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the Consortium members will need to nominate a guarantor for the SPV’s performance of the Framework Agreement.
- 6.6.2 The Consortium should nominate a Lead Contact to lead the bidding process. If the SPV exists, then the Lead Contact should lead and complete the Tender as the SPV in its name and ‘voice’. If the SPV does not yet exist or the Consortium plans to collaborate on a joint and several basis, then the Consortium should nominate a Lead Contact to complete the Tender on behalf of all the Consortium members.
- 6.6.3 Where the Potential Provider relies on the capability and/or experience of one or more Consortium members in its Tender to demonstrate the Consortium’s ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement it must inform the Authority in its Tender.
- 6.6.4 A Potential Provider’s Tender must clearly identify in response to any question, when it is relying on another Consortium member, the name of the particular Consortium member and explain the Consortium member’s capability and experience as the context of the question requires.

6.7 Queries

- 6.7.1 It is difficult for these instructions to deal with all potential Consortium and subcontracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph [177](#).

6.8 Changes to the contracting arrangements

- 6.8.1 The Authority recognises that arrangements in relation to Consortia and subcontracting may be subject to occasional change. You should therefore respond in the light of such arrangements as are currently envisaged. You are reminded that any future change in relation to the Consortium membership and subcontracting arrangements must be notified to the Authority at the earliest opportunity. The Authority will make a further assessment of the Tender by applying the selection criteria and/or award criteria to the new information provided.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to Consortia and subcontracting which are made following the award will be dealt with in accordance with clause 16 of the Framework Agreement.

6.9 Declaration of Compliance

- 6.9.1 The Authority requires you to confirm within question SQC2b of the Selection Questionnaire that each subcontractor and/or Consortium member named in the Tender has read, understood and complied with the statements contained within Attachment 7 - Declaration of Compliance Part B. This provides the Authority with assurance that statements made by or in relation to the subcontractors and/or Consortium members are accurate and that they have participated in this Procurement in accordance with the terms of the ITT and the Terms of Participation in Attachment 6.

7. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement timetable in set out paragraph [444](#)). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 The Authority will not enter into exclusive discussions regarding the requirements of this Procurement with you.
- 7.3 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions raised by you.
- 7.4 All responses to your questions will be published by the Authority in a “Questions and Answers” document, which will be available in the “Attachments” section of the e-Sourcing Suite.
- 7.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately two to three working day) intervals. The Authority will endeavour to publish responses to all questions outstanding at the end of the clarification period, within four working days following the Tender Clarifications Deadline.
- 7.6 If you wish to ask a question or seek clarification without the Authority revealing the question and the answer on the e-Sourcing Suite, then you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will invite you to decide whether:
- 7.6.1 the question/clarification and the response should in fact be published; or
- 7.6.2 it wishes to withdraw the question/clarification.
- 7.7 The Authority may contact you at any time, both during the Procurement and post award with information, or with directions which require your action.
- 7.8 You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that may affect how you complete your Tender.

8. BIDDERS CONFERENCE

- 8.1 A conference will be held on 07/05/14 via a WebEx presentation. The conference will not be an opportunity to seek clarification but will provide an overview of the procurement itself and what it seeks to achieve in an open forum. Details for the WebEx will be made available in the attachments area of the eSourcing suite.

9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 Paragraphs [104040](#) and [114144](#) below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into two key stages:
- 9.1.1 Qualification Stage evaluation - The Authority will assess responses to the Selection Questionnaire in accordance with paragraph [104040](#) below (“**Qualification Stage**”); and
- 9.1.2 Award Stage evaluation - The Authority will assess responses to the Award Questionnaire in accordance with paragraph [114144](#) below (“**Award Stage**”).
- 9.2 Tenders that do not meet the selection criteria at the Qualification Stage will be disqualified from further consideration in this Procurement and will not be evaluated at the Award Stage.
- 9.3 Consensus Marking Procedure

- 9.3.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Qualification and the Award Stages.
- 9.3.2 The Consensus Marking Procedure is a two step process, comprising of:
- 9.3.2.1 independent evaluation; and
 - 9.3.2.2 group consensus marking.
- 9.3.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators' marks and related justifications will be recorded separately in the e-Sourcing Suite.
- 9.3.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:
- 9.3.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
 - 9.3.4.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
 - 9.3.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider's answer to the question.
 - 9.3.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.
 - 9.3.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 9.3.5 When the Consensus Marking Procedure has been completed, the e-Sourcing Suite will be locked by the consensus marker to ensure no further modifications are made to the consensus marks and justifications.

10. QUALIFICATION STAGE EVALUATION

SECTION	SELECTION QUESTIONNAIRE QUALITY CRITERIA	MAXIMUM SCORE AVAILABLE
Questionnaires		
Section A	Background Questions	
SQA1a-i	Please Read	N/A
SQA2	Company Details	N/A
SQA3	VAT Registration Number	N/A
SQA4	Trading Name	N/A

SQA5a-b	Type of Organisation	N/A
SQA6	Organisation Size	N/A
SQA7	Parent Company and Parent Company Registration Number	N/A
SQA8	Charities, Housing Association or Other Registration Number	N/A
SQA9	Organisation History	N/A
SQA10	Organisation Chart	N/A
SQA11	Consortia, Special Purpose Vehicles and Subcontracting	N/A
SQA12	Consortia and Special Purpose Vehicles - Membership	N/A
SQA13	Consortia and Special Purpose Vehicles – Governance	N/A
SQA14	Consortia and Special Purpose Vehicles – Other Bids	N/A
SQA15	Subcontracting – Other Bids	N/A
SQA16a - c	Financial Risk Assessment	N/A
Section B - Grounds for Rejection		
SQB1a- i	Grounds for Mandatory Rejection (ineligibility)	Pass/Fail
SQB2a - i	Discretionary Grounds for Mandatory Rejection	Pass/Fail
SQB3	Tax Compliance	Pass/Fail
Section C – Terms of Participation and Compliance		
SQC1	Terms of Participation	Pass/Fail
SQC2a	Corporate Software Solutions Framework Agreement Declaration of Compliance Part A	Pass/Fail
SQC2b	Corporate Software Solutions Framework Agreement Declaration of Compliance Part B	Pass/Fail
Section D – Framework Specifics		
SQD1	Lots	Information Only
SQD2a - d	Non UK Businesses Only	Information Only
SQD3	Quality Management System	Pass/Fail
SQD4	Employer’s Liability Insurance	Pass/Fail
SQD5	Public Liability Insurance	Pass/Fail
SQD6	Professional Indemnity Insurance	Pass/Fail
SQD7	Product Liability Insurance	Pass/Fail
Section E Technical and Professional Ability		
Lot 1 – Enterprise Resource Planning Software Solutions		
SQL1E1a - d	Lot 1 – ERP Software Solutions Previous Experience and Comparable Contracts	Pass/Fail
Lot 2 – Finance IT Software Solutions		
SQL2E1a - d	Lot 2 – Finance IT Software Solutions Previous Experience and Comparable Contracts	Pass/Fail
Lot 3 – Human Resources and Payroll Software Solutions		
SQL3E1a - d	Lot 3 – Human Resources and Payroll Software Solutions	Pass/Fail

	Previous Experience and Comparable Contracts	
Lot 4 –Customer Relationship Management Software Solutions		
SQL4E1a - d	Lot 4 – Customer Relationship Management Software Solutions Previous Experience and Comparable Contracts	<i>Pass/Fail</i>
Lot 5 – Enterprise Content Management Software Solutions		
SQL5E1a - d	Lot 5 – Enterprise Content Management Software Solutions Previous Experience and Comparable Contracts	<i>Pass/Fail</i>
Lot 6 –Data Management and Reporting Systems Software Solutions		
SQL6E1a - d	Lot 6 – Data Management and Reporting Systems Software Solutions Previous Experience and Comparable Contracts	<i>Pass/Fail</i>
Lot 7 –Mobile Application Solutions		
SQL7E1a - d	Lot 7 – Mobile Application Solutions Previous Experience and Comparable Contracts	<i>Pass/Fail</i>

10.1 The information submitted in response to the Selection Questionnaire will enable the Authority to consider your legal, economic and technical capacity. Some of the information provided in response to the Background Questions will be taken into account for the purposes of considering your financial standing (see Stage 3 below). If you fail to respond comprehensively and accurately to the Background Questions, your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from further evaluation in the Procurement.

10.2 Stage 1

10.2.1 Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT and its Attachments. Any non-compliant Tenders may be rejected by the Authority without proceeding to the next stage of evaluation.

10.3 Stage 2 – Background Questions – Financial Standing

10.3.1 The information you submit in response to the Background Questions will be used to carry out an assessment of your economic and financial standing. If in response to the Background Questions, you indicate that a guarantee will be provided, the Authority will perform an assessment of the guarantor's economic and financial standing in accordance with this paragraph [10.310.310.3](#).

10.3.2 The Authority uses a credit reference agency (currently Experian) as the first step in determining financial risk. The Authority will request an Experian financial risk score based on the information provided in response to the Background Questions. The report provided by Experian will be used to determine the level of financial risk you represent. If the score provided by Experian is 51 or more (where a standard UK score is available), or the risk level is 'average' or better (where a standard International score is available) then you will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Qualification Stage evaluation process.

10.3.3 If any of the following circumstances arise:

10.3.3.1 the score provided by Experian (where a standard UK score is available) is less than 51;

10.3.3.2 the risk level is above (i.e. worse than) average (where a standard international score is available); or

10.3.3.3 no standard Experian score is available for your organisation,

10.3.4 then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and one or more the of following in respect of your organisation or guarantor (as the case may be):

- 10.3.4.1 a statement of your turnover profit and loss account and cash flow for the most recent year of trading;
- 10.3.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
- 10.3.4.3 an alternative means of demonstrating financial status if trading for less than a year.
- 10.3.5 The Authority will use the information described in paragraph [10.3.410.3.410.3.4](#), in addition to a detailed Experian report (where available) to assess whether organisation's or your guarantor's financial risk is average or better. This will be performed using the Authority's financial assessment template which can be viewed at <http://ccs.cabinetoffice.gov.uk/i-am-supplier/respond-tender/financial-assessment-template> which covers a range of financial risk indicators, similar to those used by credit reference agencies.
- 10.3.6 If the Authority then determines (in accordance with paragraph [10.3.510.3.510.3.5](#)) that the financial risk is determined as being average or better, you will be allocated a 'pass' and the Tender will proceed to Stage 3 of the Qualification Stage evaluation process.
- 10.3.7 If the Authority determines (in accordance with paragraph [10.3.510.3.510.3.5](#)) that the financial risk is determined as being above (i.e. worse than) average, then (subject to [10.3.810.3.810.3.8](#) below) the Tender will be allocated a 'fail' and will be excluded from further involvement in this Procurement.
- 10.3.8 If the Authority carries out a financial risk assessment on your organisation and its financial risk is determined as being above (i.e. worse than) average and you did not indicate that a guarantee will be provided, the Authority may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor the Authority will undertake the steps at paragraphs [10.3.210.3.210.3.2](#) to [10.3.710.3.710.3.7](#) above in respect of the guarantor; please note that the Authority will not carry out further financial risk assessments if the guarantor is also allocated a 'fail'.
- 10.4 Stage 3 - Selection Questionnaire Section B – Grounds for Rejection
- 10.4.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in question SQB1 it is very likely your Tender will be rejected and disqualified from further participation in this Procurement.
- 10.4.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to question SQB2 (Discretionary grounds for rejection) apply. If you cannot answer 'No' to every statement it is possible that your Tender will be rejected and disqualified from further participation in this procurement. If any of the statements do apply, you should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Authority in considering whether or not the Tender will be permitted to proceed any further in this Procurement.
- 10.5 Stage 4 - Selection Questionnaire Section C and D
- 10.5.1 Evaluators will assess responses to the questions in section C and D and award a 'pass' or a 'fail' based on the criteria set out in the Selection Questionnaire and evaluation guidance in Attachment 2 (with the exception of question SQD1 and SQD2 which are for information only).
- 10.5.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 10.5.3 If, following completion of the Consensus Marking Procedure any response to a question in section C and D is determined to constitute a 'fail', the Tender will not

proceed to evaluation at the Award Stage (as described in paragraph [114444](#)) and will be disqualified from further consideration for the purposes of this Procurement.

10.6 Stage 4 - Selection Questionnaire Section E

10.6.1 Evaluators will assess responses to the questions in section E and award a 'pass' or a 'fail' based on the criteria set out in the Selection Questionnaire and evaluation guidance in Attachment 2.

10.6.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.

10.6.3 If, following completion of the Consensus Marking Procedure any response to a question in section E is determined to constitute a 'fail', the Tender will not proceed to evaluation at the Award Stage (as described in paragraph [114444](#)) and will be disqualified from further consideration for the purposes of this Procurement.

10.7 Qualification of Tenders for the Award Stage evaluation

10.7.1 Following evaluation of Tenders at this Qualification Stage, those Potential Providers whose Tenders:

10.7.1.1 pass the compliance check at Stage 1 above;

10.7.1.2 meet the financial standing requirement at Stage 2 above;

10.7.1.3 meet the standards set out in Regulation 23 at Stage 3 above; and

10.7.1.4 achieve a 'Pass' to all the questions in Stage 4 above;

will proceed to the Award Stage evaluation (as described in paragraph [114444](#)). All other Tenders will be disqualified from further consideration for the purposes of this Procurement.

11. **AWARD STAGE EVALUATION**

11.1 Tenders successfully completing the Qualification Stage evaluation as described in paragraph [104040](#) will be subject to further evaluation in accordance with this paragraph [111111](#).

11.2 The Award Stage evaluation will comprise of:

11.2.1 an evaluation of Potential Providers answers to the Award Questionnaire ("**Quality Evaluation**"); and

11.2.2 an evaluation of the prices tendered in response to the Price Information ("**Price Evaluation**") for each Lot.

11.3 The maximum possible 'quality' score capable of being achieved by a Potential Provider for Lots 1-6 for which they have competed will be ~~5000~~~~2400~~ points and for lot 7 will be ~~2200~~~~6000~~ points (The Quality score will be added to the Price score in the process in paragraph 10.6).

11.4 Available scores summarised by Lot

LOT	QUALITY EVALUATION %	PRICE EVALUATION %	MAXIMUM POSSIBLE SCORE %
All Lot	95 %	5 %	100 %

11.5 Quality Evaluation Process

11.5.1 The evaluation of each response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure.

11.5.2 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage in accordance with the table below:

MARK	PERCENTAGE OF THE MAXIMUM SCORE AVAILABLE
0	0% of the Maximum Mark Available for the question
50	50% of the Maximum Mark Available for the question
100	100% of the Maximum Mark Available for the question

11.5.3 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a fraction of the Maximum Score Available for that question. The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph [11.5.411.5.411.5.4](#) below. ~~For example if a Potential Provider achieved a mark of 50 out of 100 for a question, it would equate to 50% of 2 (being the Maximum Score Available for that question). The Potential Provider would therefore score 1 for that question.~~

11.5.4 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation (“Quality Score”).

11.5.5 Overview of Quality Evaluation Criteria and Weightings

SECTION	AWARD QUESTIONNAIRE QUALITY CRITERIA	MAXIMUM SCORE AVAILABLE
Questionnaires		
Section A	Mandatory Questions	
AQA1	Framework Agreement Terms and Condition	<i>Pass/Fail</i>
AQA2	Transparency and Providing Management Information (MI) to the Authority	<i>Pass/Fail</i>
AQA3	Transparency of Commercial Propositions	<i>Pass/Fail</i>
AQA4	Baseline	<i>Pass/Fail</i>
AQA5a - f	Framework Agreement Population Template	<i>Not Evaluated</i>
Section B Generic Questions		
AQB1a	Managing KPI's and SLA's	0/50/100
AQB1b	Managing KPI's and SLA's	1000/50/100
AQB1c	Managing KPI's and SLA's	1000/50/100
AQB2a	Invoicing	<i>Pass/Fail</i>
AQB2b	Invoicing	1000/50/100
AQB3a	Risks, Vulnerabilities and Threats	1000/50/100
AQB3b	Risks, Vulnerabilities and Threats	1000/50/100
AQB4a	Data and Information Security	<i>Pass/Fail</i>
AQB4b	Data and Information Security	1000/50/100
AQB4c	Data and Information Security	1000/50/100
AQB5a	General Pricing and Value for Money	1000/50/100
AQB5b	General Pricing and Value for Money	1000/50/100

AQB5c	General Pricing and Value for Money	<u>1000/50/100</u>
AQB6a	Pre-Sales Requirements	<u>1000/50/100</u>
AQB6b	Pre-Sales Requirements	<u>1000/50/100</u>
AQB7a	Lessons Learnt	<u>1000/50/100</u>
AQB7b	Lessons Learnt	<u>1000/50/100</u>
AQB8a	Implementation Processes – Maintaining Accountability	<u>1000/50/100</u>
AQB8b	Implementation Processes – Maintaining Accountability	<u>1000/50/100</u>
AQB8c	Implementation Processes – Maintaining Accountability	<u>1000/50/100</u>
AQB9a	Business Continuity and Disaster Recovery	<u>1000/50/100</u>
AQB9b	Business Continuity and Disaster Recovery	<u>1000/50/100</u>
AQB9c	Business Continuity and Disaster Recovery	<u>1000/50/100</u>
AQB9d	Business Continuity and Disaster Recovery	<u>1000/50/100</u>
AQB9e	Business Continuity and Disaster Recovery	<u>1000/50/100</u>
AQB10a	Selection and Appointment of Subcontractors	<i>Information Only</i>
AQB10b	Selection and Appointment of Subcontractors	<u>1000/50/100</u>
AQB10c	Selection and Appointment of Subcontractors	<u>1000/50/100</u>
AQB10a	Selection and Appointment of Subcontractors	<u>1000/50/100</u>
AQB11a	Change	<u>1000/50/100</u>
AQB11b	Change	<u>1000/50/100</u>
AQB11c	Change	<u>1000/50/100</u>
AQB12a	Complaints Management	<u>1000/50/100</u>
AQB12b	Complaints Management	<u>1000/50/100</u>
AQB13	Staff Awareness	<u>1000/50/100</u>
AQB14a	Continuity and Assurance of Supply	<u>1000/50/100</u>
AQB14b	Continuity and Assurance of Supply	<u>1000/50/100</u>
AQB15a	Integration	<u>1000/50/100</u>
AQB15b	Integration	<u>1000/50/100</u>
AQB15c	Integration	<u>1000/50/100</u>
AQB16a	Open Standards and Open Architecture	<u>1000/50/100</u>
AQB16b	Open Standards and Open Architecture	<u>1000/50/100</u>
AQB17	Project Management	<u>1000/50/100</u>
AQB18	Mobile Working and Device Flexibility	<u>1000/50/100</u>
AQB19	Development Capabilities	<u>1000/50/100</u>
AQB20a	Application Programming Interfaces (API) and Associated Costs	<i>Information Only</i>
AQB20b	Application Programming Interfaces (API) and Associated Costs	<i>Pass/Fail</i>
Section C		

Lot 1 - ERP Software Solutions		
AQL1C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL1C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100
AQL1C3(a & b)	Grade Day Rates	100
AQL1C4	Charging Structure	Not Evaluated
Lot 2 – Finance IT Software Solutions		
AQL2C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL2C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100
AQL2C3(a & b)	Grade Day Rates	100
AQL2C4	Charging Structure	Not Evaluated
Lot 3 – Payroll and HR Software Solutions		
AQL3C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL3C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100
AQL3C3(a & b)	Grade Day Rates	100
AQL3C4	Charging Structure	Not Evaluated
Lot 4 – CRM Application Solutions		
AQL4C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL4C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100
AQL4C3(a & b)	Grade Day Rates	100
AQL4C4	Charging Structure	Not Evaluated
Lot 5 – ECM Application Solutions		
AQL5C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL5C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100
AQL5C3(a & b)	Grade Day Rates	100
AQL5C4	Charging Structure	Not Evaluated
Lot 6 – DMS Application Solutions		
AQL6C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL6C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100
AQL6C3(a & b)	Grade Day Rates	100
AQL6C4	Charging Structure	Not Evaluated
Lot 7 – Mobile Application Solutions		
AQL7C1 a - d	Knowledge of Lot Specific Market	1000/50/100
AQL7C2 a - c	Licence, Process and Software Usage Flexibility – Transfer and Reuse	1000/50/100

AQL7C3(a & b)	Grade Day Rates	100
AQL7C4	Charging Structure	Not Evaluated
AQL7C5	Application Functionality	1000/50/100
AQL7C6	Mobile Working and Device Flexibility	1000/50/100

11.6 Price Evaluation Process

11.6.1 The Price Evaluation is conducted separately for each Lot.

11.6.2 Prices submitted by Potential Providers in the responses to questions AQLxC3 (where x is the relevant Lot number) for those Lots tendered for, will be recorded and evaluated in accordance with the following process.

11.6.3 The Pricing Matrix requires Potential Providers to submit a price for each combination of Category and Level as set out in Table 1 of Annex 1 to Framework Schedule 3 (Framework Prices).

11.6.4 Potential Providers are required to provide a price for every Category and Level within the Lots it is tendering for. A failure to provide a price where one is required is likely to result in the Tender being deemed non-compliant and disqualified from further participation in the Procurement in respect of the affected Lot.

11.6.5 Prices below the UK Living Wage will be rejected. At the time of publication the UK Living Wage is £61.20 based on an 8 hour day.

11.6.6 Grade Day Rates

11.6.6.1 The Potential Provider is required to submit pricing on a time basis for each of the combinations of Category and Level specified in questions AQLxC3 in the response tables within the eSourcing Suite.

11.6.6.2 The Potential Provider is required to provide the Grade Day Rate based on an 8 hour day, and any regional variations to be applied to the Grade Day Rate.

11.6.6.3 This requirement will be evaluated, but only in respect of the Tender Price.

11.6.6.4 The full response will be published on the Authority's website and form part of the Framework Agreement at Schedule 20 (Tender) and will be used in Framework Schedule 3 (Framework Prices) by the Contracting Bodies for resources based services should the Potential Provider be successful.

11.6.6.5 Scoring mechanism for question AQLxC3:

- a) The Potential Provider's Grade Day Rate (£) for each Category and Level (T_{CL}) will be added together to create a Total Rate for Greater London (T_{GL}).

$$T_{GL} = \sum_{C,L} T_{CL}$$

- b) The Total Rate for Greater London will have the each regional variation (V_{REG}) (%) applied to it to obtain a Total Regional Rate (T_{REG}) for each region.

$$T_{REG} = T_{GL} \times V_{REG}$$

- c) All of the Total Regional Rates, including the Total Rate for Greater London working, will be added together to create a Tender Price (TP) which will be evaluated against the range of other Tender Prices submitted by all Potential Providers.

$$TP = T_{GL} + \sum_{REG} T_{REG}$$

11.6.6.6 Calculation

- a) It is assumed the Tender Prices across all Tenders is normally distributed, and that it is possible to calculate the mean and the standard deviation (σ) of those Tender Prices.
- b) Each Tender Price will be evaluated on their deviation from a benchmark which will be the mean of all Tender Prices across all Tenders (n). This Tenders Mean Price (TMP) provides a market benchmark for a Grade Day Rate.

$$TMP = \frac{1}{n} \times \sum_{i=1}^n TP_i$$

(for example three Tender Prices of 90, 100 and 110 has a TMP (μ) of 100 against which all three TPs will be benchmarked)

- c) Tender Prices will be evaluated by working out their deviation from the TMP. The Tender Deviation from the Mean (TDM) is the proportion of the TMP that the Tender Price represents. It is derived as follows:

$$TDM = \frac{TP}{TMP}$$

(For example a TP of 90 and TMP of 100 will have a TDM of 0.9 – or is 90% of the mean Grade Day Rate)

- d) Points out of 100 are awarded on the basis of the TDM to provide a Tender Price Score (TPS). The maximum and minimum points available for deviation from the mean price will be capped..
- e) The 100 (Upper Score Limit - USL) point boundary will be set at 3 standard deviations below the TDM. Tender Prices which are therefore 3 standard deviations or more below the TDM will score 100 points.

$$USL = TMP - 3\sigma$$

- f) The 0 (Lower Score Limit - LSL) point boundary will be set at 2 standard deviations above the TDM. Tender Prices which are therefore 2 standard deviations or more above the TDM will score 0 points.

$$LSL = TMP + 2\sigma$$

- g) If the TDM falls between the USL and LSL then a proportion of the 100 available points will be awarded as a TPS based on the deviation of the TP from the TMP. The Points per Percentage deviation (PP) are worked out as follows:

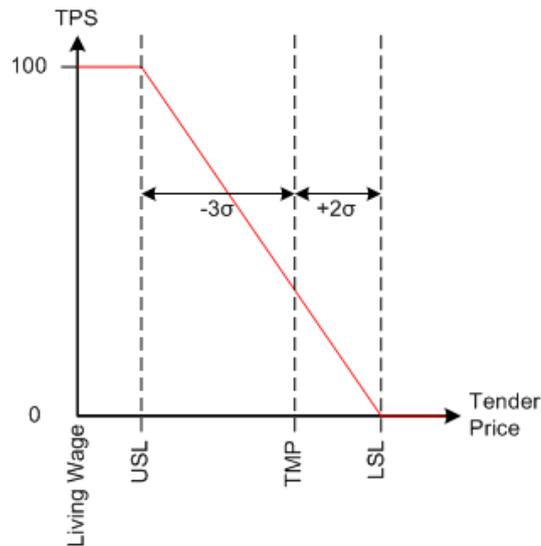
$$PP = \frac{100}{USL - LSL} = \frac{100}{(TMP - 3\sigma) - (TMP + 2\sigma)} = \frac{100}{-5\sigma} = \frac{-20}{\sigma}$$

- h) A final TPS will be worked out as follows:

if $TP \leq TMP - 3\sigma$; TPS = 100

if $TMP - 3\sigma < TP < TMP + 2\sigma$; TPS = $[PP \times (TP - TMP + 3\sigma)] + 100$

if $TP \geq TMP + 2\sigma$; TPS = 0



11.7 Price Evaluation methodology

11.7.1 The Price Evaluation Process will be undertaken by different individual(s) evaluators to those individuals involved with the Quality Evaluation Process.

11.7.2 The Price Evaluation Process and resultant rankings of Potential Provider (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement process.

11.8 Final Score

11.8.1 The Quality Score awarded for a Lot will be added to the Price Score for the same Lot to determine the final score for each Potential Provider in the applicable Lot ("Final Score").

12. FINAL DECISION TO AWARD

- 12.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, those Potential Providers who offer the most economically advantageous Tenders will be awarded a Framework Agreement.
- 12.2 The most economically advantageous Tenders for a particular Lot will be the 12 Potential Providers scoring the highest ranking Final Score provided that they have achieved a Final Score of 50% or higher the "**Minimum Pass Score**".
- 12.3 Where the Final Score achieved by multiple Potential Providers ranks them in equal 12th position in the applicable Lot and all such Potential Providers have achieved a Minimum Pass Mark of 50% or higher, then all Potential Providers ranked in 12th position will be awarded a Framework Agreement.
- 12.4 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Framework Agreement.
- 12.5 Should one of the Potential Providers within the top ranked 12 decline to accept a Framework Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 12.6 Following a Standstill Period of 10 calendar days and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 12.7 The term Standstill Period is set out in Regulation 32A and, in summary, is a period of ten calendar days following the notification of an intention to award decision in a framework agreement or contract tendered via the Official Journal of the European Union, during which the Authority must not enter into the contract or conclude the Framework Agreement or

contract with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement or contract is formally awarded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.

13. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means the Minister for the Cabinet Office (“ Cabinet Office ”) represented by Government Procurement Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP;
Award Questionnaire	means the award questionnaire set out in the e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 9.1.29.1-29.1.2 ;
Background Questions	has the meaning in paragraph 10.140.140.4 ;
Bid Fields	mean the bid fields set out in the e-Sourcing Suite;
Call-Off Contract	means a specific contract awarded by a Contracting Body under the terms of the Framework Agreement. The template call-off contract terms and conditions, to be used for every Call-Off Contract awarded under the terms of the Framework Agreement, are at Attachment 5;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 9.39.39.3 ;
Consortium	means a group of economic operators acting jointly and severally to provide the Services;
Contracting Body	means the Authority and/or any other Contracting Bodies described in the OJEU Contract Notice;
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 10.8.1;
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Schedule	means a schedule to the Framework Agreement;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

Invitation to Tender or ITT	means this invitation to tender document and its Attachments, incorporating the Terms of Participation and all related documents published by the Authority in relation to this Procurement;
Lead Contact	means the member of the Consortium who is authorised in writing by each of the other members to that Consortium to provide the responses to the Selection and Award Questionnaires;
Lot	means a discrete subdivision of the Services which are the subject of this Procurement as described in the OJEU Contract Notice;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of half of one per cent (0.5%) of all charges for the services invoiced to Contracting Bodies (net of VAT) in each month throughout the term and thereafter until the expiry or earlier termination of any Call-Off Contract;
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question as set out in Attachment 2 - Selection Questionnaire and evaluation guidance, and Attachment 3 - Award Questionnaire and evaluation guidance;
Maximum Available Score	means the maximum potential score that can be awarded for a response to a question as set out in the table at paragraph 10.5;
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Potential Provider	has the meaning in paragraph 6.26-26-2 ;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph Error! Reference source not found. ;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Bodies as described in the OJEU Contract Notice;
Qualification Stage	has the meaning in paragraph 9.1.19-1.19-1.1 ;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 11.5.411-5.411-5.4 ;
Regulations	means the Public Contracts Regulations 2006 (located at http://www.legislation.gov.uk/uksi/2006/5/contents) and the Public Contracts (Scotland) Regulations 2006;
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite;

Services	means the services that may be provided by Suppliers, as set out at Framework Schedule 2;
Special Purpose Vehicle (SPV)	has the meaning in paragraph 6.6.1.26-6.1.26-6.1.2 ;
Standstill Period	has the meaning as set out in paragraph 12.712-712.7 ;
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender.
Tender Clarifications Deadline	means the time and date set out in paragraph 444 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 444 for the latest uploading of Tenders; and
UK Living Wage	means the Living Wage as calculated by the Living Wage Foundation for most recent (or, where available, current) calendar year. http://www.livingwage.org.uk/calculation