



Tender Brief

for

eProcurement Portal Software Services

**on behalf of
Victory Housing Trust
Tom Moore House
Cromer Road
NORTH WALSHAM
Norfolk
NR28 0NB**

15 December 2017

Introduction and objectives

Victory is a registered charity and registered provider of affordable homes for those in need of housing. Victory owns approximately 5,000 properties, serving around 9,000 residents, located in Norfolk and has an annual turnover of £23 million.

We believe everyone deserves to live in a good, affordable home and that homes that meet people's needs give stability to their lives and help communities flourish. Within the Norfolk area of operation, we feel Victory is big enough to make a difference, yet small enough to care. We recognise the need to use our resources efficiently to provide value for money. We firmly believe that it is not just what we do that matters, but how we do it; our 'Victory spirit', which we define as being positive, supportive and caring.

Our way of working is:

- We put people first: we keep people at the heart of everything we do and value their differences.
- We say what we mean and mean what we say: we are clear and consistent in what we do.
- We love what we do and why we do it: we enjoy and take pride in our work.
- We are positive: we make things happen and achieve results.

The purpose of this contract is to implement an eProcurement Portal to provide a range of procurement and contract management functions for Victory staff and to encourage a self-sufficient centralised approach. This will improve and extend the range of available resources and will support and enable channel shift to fully electronic tendering with a single system source of information and both tenderers & appointed contractors carrying out all related communications through the portal. The core objective of the portal provision is for Victory is able to meet the Public Contracts Regulations 2015 requirement, by October 2018, to ensure all tender submissions and communications are fully electronic.

Introduction and objectives (continued)

Further objectives:

- Full audit trail on all full tender activities including expressions of interest, register of key documents, download records, tender submissions, tender opening and tender evaluations.
- Ability to process quotations from suppliers registered with the portal.
- Links to Contract Finder and Official Journal of the European Union (OJEU) websites to allow publishing of notices to be logged systematically in the portal.
- Compliance with The General Data Protection Regulation (GDPR) and International Standards Organisation (ISO) 27001 specification for an information security management system.
- A central register of all Victory contracts within the portal to capture current contracts (approximately 150 number) procured prior to the implementation of the portal and new contracts going forwards following implementation of the portal.
- An electronic document management system (EDMS) to store all contracts and associated annexes including alerts facility to set reminders for renewal of time limited documents such as insurance and accreditation certificates.
- Facility to extract key data for reporting purposes to assist with procurement planning including to Microsoft comma separated value (csv) electronic files.
- Following portal implementation ownership of the data collected is to be vested in Victory Housing Trust.
- Tenderers able to access up to date information online at any time and Victory able to proactively interact with tenderers, e.g. for tender information changes or tender return deadline reminders to reduce the risk of non-submission and eliminate late submissions.
- Providing the portal will also enable the easier and faster distribution of tender information and opportunities to registered potential suppliers and could more inclusively engage and involve suppliers spread across a wider geographical area.

Introduction and objectives (continued)

Copies of the following documents are enclosed within this tender document for further background information relevant to this enquiry:

- Victory Contract Terms and Conditions including Schedule 3 (Appendix A)
- Victory's Respect framework (Appendix B) incorporating: Governance and Financial Viability Policy, Code of conduct for service providers, Customer Care Policy, Health & Safety policy, Anti-fraud & corruption policy
- Data Protection & Personal Data Destruction Statements and Confidentiality Agreement (Appendix C)
- Respect Framework Declaration (Appendix D)
- Certificate of non-collusion (Appendix E)

The specification detailed in the contract scope section overleaf in conjunction with the Schedule 1 Specification outlines Victory's specific requirements.

The purpose of this contract is to ensure Victory achieves the aims above and fulfils its commitments and obligations.

1. Scope of the Contract and Services Required

Victory requires an established software services provider who has suitable resources, including staff with an appropriate level of experience and skills, to undertake all relevant tasks associated with the successful delivery of the contract for a procurement portal (implementation and ongoing support).

- 1.1 The services under the contract will be for a duration of three years from the date of appointment with the option to extend the contract in one year extensions, maximum five times, for up to eight years overall from the date of appointment.
- 1.2 The successful software services provider will have at least three instances of their eProcurement Portal software product in active use by UK based public contracting authorities and be able to provide at least two customer references.
- 1.3 The successful software services provider will need to demonstrate the necessary adequate and resilient staffing and resources to be able to competently and professionally implement and support their eProcurement Portal software services product.

2. Specification

Accessibility

- 2.1 The eProcurement procurement portal and any associated modules required to deliver the functionality Victory required must be accessible via the internet. 20 number users are Victory's initial overall licensing requirement. Victory expects to be able to allocate these licences to different users from time to time to allow for staff turnover, role changes and temporary usage associated with, e.g., a specific tender exercise.
- 2.2 The Portal user interface must be compatible and scalable with common devices including desktop personal computers (PC's) and Laptop PC's, typical screen size 14 inches plus.
- 2.3 The Portal must be inherently simple to navigate to ensure that user journeys are fast and clear with no training necessary for tenderers accessing the system to review and potentially submit tender proposals.
- 2.4 The Portal must be compatible with all common browser software including (but not limited to) Google Chrome, Firefox, Safari and Internet Explorer.

Access controls

- 2.5 Simple internal user administrative controls and external user registration.
- 2.6 User password self-serve (resets etc.).
- 2.7 Ability to create reliably secure areas for specific user access rights (e.g. for an evaluator to tender submissions for a specific contract only).
- 2.8 Role based security system that can be restricted to read only.
- 2.9 Security timeout when not used for a set period of time.

2. Specification (continued)

Functional Requirements

- 2.10 Alerts that come up when tenderers or contractors log in, such as pre-set tender reminder or time expired certificate overdue, and are configurable to require reportable clicking past (to confirm read receipt e.g.).
- 2.11 Tenderers are able to view/update their own tender submissions, including communications details and preferences, up to the deadline at which point such documents should be locked down.
- 2.12 Tenderers are able to view all specific tender and related documentation published on the portal.
- 2.13 Tenderers are able to view current tender submissions and queries/ responses logged and history for a particular bid or contract.
- 2.14 Tenderers are able to view current and historical tender and contract interactions with Victory.
- 2.15 Tenderers are able to upload documents of various file types to designated areas.
- 2.16 Tenderers are able to view and print notifications (e.g. contract award) and other information such as feedback on unsuccessful tenders.
- 2.17 Tenderers are able to upload information in a structure mirroring PAS91, Standard Selection Questionnaire (SSQ) or subsequent, public sector standardised pre-qualification questionnaires.
- 2.18 Configurable evaluation questions to include pass/fail and weighting of scores for outputs including ranking of bids.

2. Specification (continued)

Functional Requirements (continued)

- 2.19 Able to send queries and requests for information to tenderers by uploading or creating within the portal and alerting via an email including a portal link.
- 2.20 Tenderers are able to subscribe to events from the portal, e.g. 'meet the buyer invitations'.
- 2.21 Victory is able to publish events or other information to selected portal registered users.
- 2.22 Security settings to ensure tenders cannot be unlocked before return deadlines.
- 2.23 Portal includes an integral audit tool to confirm when documents viewed or downloaded.
- 2.24 Portal allows new suppliers to register for suitability checks and document submission.

Capacity

- 2.25 Victory expects to upload 150 number contracts initially consisting of approximately 3000 individual files total size 1.04 Gigabytes. Going forwards the expectation is that a typical new contract will consist of 30 files totalling 20 Megabytes.
- 2.26 Victory anticipates undertaking the following procurements annually (approximately): 2 number OJEU (comprising of two stages) tenders, 20 number open (non-OJEU single stage) tenders, 30 number quotation exercises and 20 number framework call-offs.

2. Specification (continued)

Appearance & Branding

2.25 Able to brand user interface with Victory logo.

Technical Requirements

2.26 Effective administration tool for creating and managing users, password, permissions and roles.

2.27 Resilient cloud server hosting service delivered to an agreed service level that will deliver 99% availability of the Procurement Portal measured across 24 hours x 365 days a year. The cloud server provision should be based within the European Economic Area.

2.28 Cloud server hosting storage capacity to be 2 Gigabytes initially with flexibility to supply additional cloud server hosting capacity (1 Gigabyte increments) and prior warning by email when storage reaches 90% of capacity available.

2.29 Following successful implementation, ongoing support of the Portal web-site delivered to an agreed service level, specifically: 2 hour response, Mon-Fri 08:30 – 17:00 for any issues affecting the availability of the Portal to users; 4 hour response Mon-Fri 08:30 – 17:00 for all other issues.

2.30 Built-in reporting and/or reliable data export facility.

Non-performance

Victory will reserve the right to terminate a contract early if, at its absolute discretion, it considers that either an appointed software support services provider is in breach of the terms of contract or if the performance of the Services consistently falls below the standard expected. Where the contract is terminated early Victory will not accept liability for any loss of earnings claimed by the service provider.

3. Additional Charges for additional services

Victory may require the service provider to execute other relevant tasks, i.e. issue further Variations under the service contract terms and conditions, for which reasonable additional charges calculated in accordance with the rates tendered will be payable.

The successful organisation may be required to provide such additional services on either a lump sum quotation or, e.g. where such services cannot be accurately scoped, on a time charge basis in accordance with tendered rates included on the price list.

If you require any clarification or further information in connection with this invitation to tender please contact Mark Turner, Procurement Manager on 01692 502493, mark.turner@victoryhousing.co.uk . Additional information provided following further requests or discussions during the tender period may be published on Victory's website.

Contract Terms and Conditions

Appendix A Contract Terms and Conditions contains the Victory Terms of Business for the Purchase of eProcurement Portal Software Services which includes the following:

- Schedule 1 Purchase Order
- Schedule 2 Supplier's Schedule of Rates
- Schedule 3 Specification (including Tender Brief and Appendices)

Schedule 2 will comprise the appointed Supplier's submitted tender Price List as accepted by Victory. Tenders are required on the schedule to include all mark ups, licences & other fees payable to third parties and travelling & other associated expenses to provide the product and support service. This will be incorporated in the formal agreement.

The above Terms & Conditions will apply to any contract entered into by Victory Housing Trust following this tender.

The supplier should familiarise themselves with the details contained in the Appendices A, B, Ci, Cii, Ciii, D & E and take account of the obligations when submitting its tender.

Together with this 'Tender Brief for eProcurement Portal Software Services' dated 15 December 2017, and other Appendices listed above in this Brief, these documents along with a selected supplier's tender will comprise any formal agreement entered into by Victory and a selected supplier.

The Supplier shall submit any invoice including written reference to the Victory Purchase Order number provided by Victory.

Contract Terms and Conditions (continued)

Respect framework

Respect Framework means the Victory Respect Framework included in Appendix B and Annexes thereto. The Supplier undertakes to Victory that it shall (and shall ensure that all of its Staff) comply with any requirements under the Respect Framework which arise in connection with the performance of the service and are appended to this brief as Appendix B and Annexes thereto.

The Supplier shall (and shall ensure that all of its Staff) comply with any requirements under the Health and Safety at Work Act and both Victory and the Supplier will duly observe all their obligations under the Health and Safety at Work Act which arise in connection with the performance of the service.

The Supplier shall, within 14 days of a written request by Victory, execute the Declaration included in Appendix D.

Data protection

Data Protection Policy means Victory's Data Protection Policy included in Appendix B. The Supplier undertakes to Victory that it shall comply with the Victory's Data Protection Policy.

The Supplier shall, within 14 days of a written request by Victory, execute the Data Protection Statement included in Appendix Ci.

The Supplier shall, within 14 days of a written request by Victory, execute the Personal Data Destruction Statement included in Appendix Cii.

The Supplier shall, within 14 days of a written request by Victory, execute the Confidentiality Agreement included in Appendix Ciii.

Corruption

The Supplier shall, within 14 days of a written request by Victory, execute the declaration included in Appendix E.

Appendix A – Contract Terms and Conditions

Appendix B –Victory Respect Framework

Appendix Ci – Data Protection Statement

Appendix Cii – Personal Data Destruction Statement

Appendix Ciii – Confidentiality Agreement

Appendix D – Respect Framework Declaration

Appendix E – Certificate of non collusion