



Crown
Commercial
Service

FURTHER COMPETITION

FOR

Comp15_Storage_Object Storage_Jan20

CONTRACT

UNDER FRAMEWORK RM3733 TECHNOLOGY PRODUCTS 2

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1. GLOSSARY

- 1.1 In this Further Competition Invitation, the following words and phrases have the following meanings:

“Authority” means European Molecular Biology Laboratory – European Bioinformatics Institute, address EMBL-EBI Outstation (European Bioinformatics Institute) (EBI), Wellcome Trust Genome Campus, Hinxton, Cambridge, CB10 1SD;

“CCS” means Crown Commercial Service;

“Contract” has the meaning set out in Framework Agreement Schedule 4;

“Further Competition” means the process used to establish a Contract that facilitates the provision of **Comp15_Storage_Object Storage_Jan20**;

“Further Competition Invitation” means this document and all related documents published by the Authority in relation to this Further Competition;

“” means Crown Commercial Service;

“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 which is located in the boxes below the applicable question;

“Minimum Total Score” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

“Total Score Available” means the maximum potential score that can be awarded for a response to a question;

“Potential Provider” means a company that submits a Tender in response to the Further Competition Invitation;

“Supplier” means the Potential Provider with whom the Authority has concluded the Contract;

“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 4 for the latest submission of clarification questions; and

“Tender Submission Deadline” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

2. INTRODUCTION

- 2.1 This Further Competition Invitation relates to the Further Competition to award a **Comp15_Storage_Object Storage_Jan20** Contract to a sole Supplier.

- 2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.

- 2.3 This Further Competition is being conducted under the CCS, Mod and Pro5 Technology Products 2 framework agreement (reference RM3733).

3. OVERVIEW OF INVITATION TO TENDER

- 3.1 The following appendices accompany this ITT:

3.1.1 Appendix A – Terms of the Further Competition

Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition.

3.1.2 Appendix B – Lot Specification

A detailed description of the services that the Supplier will be required to supply to the Authority.

3.1.3 Appendix C – Tender Questionnaire

A template containing questions which the Potential Provider is required to respond to

4. FURTHER COMPETITION TIMETABLE

- 4.1 The timetable for this Further Competition is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. The Potential Provider will be informed if changes to this timetable are necessary.
- 4.3 All Tenders must be received by the Authority before the Tender Submission Deadline.
- 4.4 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.

DATE	ACTIVITY
Thursday 23 rd January 2020	Publication of the Further Competition Invitation
Thursday 23 rd January 2020	Clarification period starts
Tuesday 28 th January 2020	Clarification period closes (" Tender Clarifications Deadline ")
Tuesday 28 th January 2020	Deadline for the publication of responses to Tender Clarification questions
Wednesday 29 th January 2020 12:00	Deadline for submission of a Tender to the Authority Contract (" Tender Submission Deadline ")
Wednesday 29 th January 2020	Expected competition call off contract announcement and order placement
w/c 24 th February 2020	Delivery date

5. QUESTIONS AND CLARIFICATIONS

- 5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.
- 5.2 A template for requesting clarifications will be provided with the mini competition pack. Please submit the clarification via CCS portal and please send to tenders@ebi.ac.uk. The responses will be circulated to all suppliers included in the Lot.
- 5.3 The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

- 5.4 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.
- 5.5 Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.
- 5.6 At times the Authority may issue communications to the email address for the tender contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

6. PRICE

- 6.1 In reference to the attachment "Pricing Schedule" Suppliers are required to submit a Total lump-sum fixed price for the Work, together with a supporting cost breakdown showing applicable discount banding and any additional documents within the price matrix that may be required (supplied as a supporting document). All prices presented should be excluding VAT.

(a) The Supplier should supply the price matrix as both a PDF document and in the native MS Excel form;

(b) Following the Equipment Proposals (tender) process and execution of the Call Off Contract any reimbursement or payment provisions will be governed by the terms within the Call Off Contract.

(c) The Potential Providers will be evaluated on the total fixed price for the required equipment. The total fixed price should include delivery, installation and three years of standard next day warranty/ maintenance and any other costs deemed necessary to provide the solution. The Potential Providers are requested to include a breakdown on how the proposed total cost price of the solution was achieved.

- 6.2 All changes and/or variations to scope of Work will be assessed based on the mechanisms contained within the Call Off Contract.

7. SUBMITTING A TENDER

- 7.1 Tenders must be submitted to the CCS portal and tenders@ebi.ac.uk with all the relevant documents by **Wednesday 29th January 2020 at 12:00**
- 7.2 A Tender must remain valid and capable of acceptance by the Authority for a period of 30 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected

8. TENDER EVALUATION

- 8.1 Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).
- 8.2 EMBL-EBI will evaluate all valid submissions on the strength of information provided by the Supplier in the form of its response to this Invitation to Participate and any clarification strictly in accordance with the criteria defined in this Invitation to Participate.

EMBL-EBI reserves the right to award all **or part** of the call off contract to any of the bidders.

8.3 Score breakdown:

Quality/Technical Evaluation	
A	Mandatory Requirements
3.1	Yes = Pass No = Fail
Price Evaluation	
Applied on the fixed total price	

8.4 The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

QUESTION NUMBER	QUESTION	TOTAL SCORE AVAILABLE
1	Company Information	Information Only
2	Potential Provider Contact	Information Only
3	Mandatory Requirements	Pass / Fail
5	Price	100

9. CONTRACT AWARD

- 9.1 The Potential Provider that achieves the highest total score will be awarded the Contract.
- 9.2 If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the Service Level Agreement element will be deemed the winner and awarded the Contract.
- 9.3 If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that they meet the Minimum Total Score of 70%.

APPENDIX A – TERMS OF THE FURTHER COMEPTITION

1. INTRODUCTION

- 1.1 These Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.
- 1.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

2. CONDUCT

The Potential Provider agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

2.1 Contact during the Further Competition exercise and canvassing

The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.

2.2 Collusive Behaviour

- 2.2.1 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
 - 2.2.1.1 fix or adjust any element of the Tender by agreement or arrangement with any other person;
 - 2.2.1.2 communicate with any person other than the [insert Customer name] the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
 - 2.2.1.3 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
 - 2.2.1.4 share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or
 - 2.2.1.5 offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its

group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

- 2.2.2 If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.
- 2.2.3 The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

3. COMPLIANCE

The Potential Provider agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

4. RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION

- 4.1 The Authority reserves the right:
 - 4.1.1 amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;
 - 4.1.2 to vary any timetable or deadlines set out in the Further Competition Invitation;
 - 4.1.3 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and
 - 4.1.4 cancel all or part of the Further Competition at any stage at any time.
- 4.2 The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

APPENDIX B – SPECIFICATION

1. INTRODUCTION AND BACKGROUND TO THE AUTHORITY

The European Bioinformatics Institute (EBI) is a non-profit academic organisation that forms part of the European Molecular Biology Laboratory (EMBL). EMBL-EBI is a centre for research and services in bioinformatics. The Institute manages databases of biological data including nucleic acid, protein sequences and macromolecular structures. There is an ongoing, and growing, need to collect, store and curate all this information in ways that allow its efficient retrieval and exploitation by researchers.

EMBL-EBI receives more than 3.5 million web hits a day, and more than 30,000 unique users every month. The data and the vast majority of its software are open source, allowing the research Community to use its bioinformatics resources openly available, and without restriction.

EMBL is exempted from being subject to Directives 2004/18/EC and 2014/24/EU and as these Directives are implemented in EU member states. Therefore, any references or inferences that may at any time be derived from or in relation to this Further Competition Invitation, a Contract, any prior OJEU notice, or any other documentation, information or material in any form relating to the procurement, is or are not intended to be taken as EMBL being other than exempt as so provided, nor that EMBL has waived its exempted status or its privileges and immunities from jurisdiction and suit including as apply under The Agreement with the Government of The United Kingdom of Great Britain and Northern Ireland 1994 and The European Molecular Biology Laboratory (Immunities and Privileges) Order 1994.

The OJEU notice this Further Competition Invitation, or a Contract, along with any adherence to a particular procedure for procurement hereunder which may or may not follow a procurement procedure in accordance with Directives 2004/18/EC and 2014/24/EU or associated legislation or regulation of any EU member state is on an entirely voluntary basis on the part of EMBL. The Potential Provider or Supplier, any recipient of the OJEU notice and any person relying upon the content of the OJEU notice or this Further Competition Invitation is not intended to proceed or otherwise assume that EMBL is other than exempted and privileged and immune from jurisdiction and suit as previously stated. Any procurement by or on behalf of EMBL in accordance with the principles contained in the aforementioned Directives is on an entirely voluntary basis, and does not constitute a precedent or waiver of exemption, privileges and immunities for any future procurement activities by EMBL.

Nothing herein shall be deemed or interpreted as a waiver, express or implied, of any privileges or immunities accorded to EMBL by its constituent documents or international law.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

EMBL-EBI are looking to increase the capacity of our existing HGST Activescale system as per the below technical specification. Equipment will be delivered to our three separate data centres in Harlow, Hinxton and Slough. Installation to be included.

EMBLE-EBI have set a short deadline for receiving proposals due to receiving additional funding. Equipment must be delivered, installed and operational before mid March 2020 to ensure funding can be recharged.

3. SPECIFICATION (PASS/FAIL REQUIREMENTS)

3.1 Mandatory equipment required;

Description	Part Number	QTY
AS X100 ScaleUP Module 1176TB	1EX1890	9
HGST AS X100 ScaleUP Module 1176TB HWS 3YR-SILVER	HS01116	9
HGST AS X100 SCALEUP PS IMPL-SINGLE	PS00014	3

We would also like to extend the support of ActiveScale systems by procuring the following;

Description	Part Number	QTY
HGST AS X100 System Base 840TB HWS 1YR- SILVER	HS00315	6
HGST AS X100 ScaleUP Module 840TB HWS 1YR- SILVER	HS00337	18
HGST AS X100 System Base 840TB HWS 1MO- SILVER	HS00330	24
HGST AS X100 ScaleUP Module 840TB HWS 1MO-SILVER	HS00352	72

6. Delivery and Installation

All packaging waste to be removed by the supplier. All equipment needs to have a minimum of three years next business day on-site warranty/maintenance.

7. RESPONSE

The response submitted by the Supplier:

- Must meet the specifications outlined in this document
- Must include responses to the quality questionnaire. The numbering of the responses must match the numbering of the questions
- Must include a confirmation that all the minimum functional requirements (pass/ fail have been met, by specifying yes or no for each requirement in the response)
- Must include the pricing schedule utilising the template provided in the attachment 1. Prices provided should be excluded VAT.

All quotations are to be sourced from Lot 1 of the CCS, MoD and Pro5 Technology Products 2 framework agreement (RM3733)

APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

1. INTRODUCTION

- 1.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.
- 1.2 The following information has been provided in relation to each question (where applicable):
 - 1.2.1 Weighting – highlights the relative importance of the question;
 - 1.2.2 Guidance – sets out information for the Potential Provider to consider when preparing a response; and
 - 1.2.3 Marking Scheme – details the marks available to evaluators during evaluation.

2. DOCUMENT COMPLETION

- 2.1 Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.
- 2.2 Potential Providers **must not** alter / amend the document in any way.
- 2.3 Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document and the price matrix.

3. RESPONSE TEMPLATE

1 COMPANY INFORMATION		
1.1	Please state your full company name	

2 POTENTIAL PROVIDER CONTACT		
2.1	Please state the contact's name	
2.2	Please state the contact's telephone number	
2.3	Please state the contact's e-mail address	

3 PASS/FAIL REQUIREMENTS		
Please Note: The following questions is a Pass / Fail question, therefore if a Potential Provider cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer.		

3.1	All part numbers listed in Specification 3.1	Yes	No
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4	PRICE	Weighting 100%
Guidance:		
<p>The Potential Providers will be evaluated on the total fixed priced of the complete solution Priced solution to include;</p> <ul style="list-style-type: none">▪ Delivery to Harlow, Hinxton and Slough Data Centres▪ Installation▪ Removal of packaging material from site▪ Three years of standard next day warranty/ maintenance on software and hardware and any other costs deemed necessary to provide the solution. <p>The Potential Providers are requested to include a breakdown on how the proposed total cost price of the solution was achieved including discount applied.</p> <p>All prices shall be in GBP and exclusive of VAT.</p>		
Question:		
Total Solution price	£	
Marking Scheme:		
<p>The maximum mark available for Price will be 100%. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.</p>		