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17 May 2019

Dear Sir / Madam

Invitation to Tender
Reference No. 700004344

1. You are invited to tender for the “Provision of Contact Centre Services to Support Royal Navy and Royal Air Force Recruitment” in competition in accordance with the attached documentation.
2. The requirement is set out in Schedule 2 - Statement of Requirements.
3. Funding has been approved. The total budget is £9,722,000 (excluding VAT), over five years (which is made up of a three year period with two option periods of one year each).
4. The anticipated date for the contract award decision is 5 July 2019. Please note that this is an indicative date and may change.
5. You must submit your Tender on the Crown Commercial Service eSourcing Suite by no later than 10:00 on 17 June 2019.
6. A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-MN2X58QD. You must submit a Supplier Assurance Questionnaire against this, accessible at <https://supplier-cyber-protection.service.gov.uk/>
7. You may raise questions about the tender and the requirement by contacting the Commercial Officer. The deadline for asking questions is 17:00 on 29 June 2019. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.
8. When you return your tender, you must include the following:
 - Your written proposal to show how you intend to meet the requirement (if this proposal contains any pricing information, you should also submit a copy with prices removed).
 - Completed DEFFORM 47 Annex A confirming your total price.
 - Annex 3 to Schedule 3 – Call Off Contract Charges, Payment and Invoicing, giving your prices for each requirement and/or each year inline with the pricing matrix and considering the total approved funding at para 3.

- Completed Statement Relating to Good Standing.
- A copy of your cyber risk Supplier Assurance Questionnaire (which has been submitted online) and a Cyber Implementation Plan (if you do not meet the Cyber Risk level).

Yours faithfully

Lauren Terry
Commercial Officer

List of Suppliers Invited to Submit a Tender for ITT No. 700004344

Supplier Name	Supplier Address and Phone No	Supplier Point of Contact
Arvato Ltd	Phoenix House 59-63 Farnham Road Slough SL1 3TN 0844 846 0800	Richard Husband
Exela Technologies Inc	Baronsmede House 20 The Avenue Egham TW20 9AB 07771 594458	Tim Haskey
G4S PLC	Southside 105 Victoria Street London SW1E 6QT 02087 707000	David Lewis
Hinduja Global Solutions UK Ltd	250 Gunnersbury Avenue London W4 5QB 0845 194 9295	Rob Irons
Kura (CS) Limited	Citypoint 21 Tyndrum Street Glasgow G4 0JY 01412 721105	Phil Crossley
Serco Limited	Serco House 16 Bartley Wood Business Park Bartley Way Hook RG27 9UY 01256 745900	Nigel Tilley
Sitel UK Ltd	Building 600 (Ground Floor) Leavesden Park Hercules Way Watford WD25 7GS 0800 444 221	Ian Conduit
Teleperformance Ltd	Spectrum Building Bond Street Bristol BS1 3LG 01179 168000	Sasha Jenkins

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Contents

This invitation consists of the following documentation:

- DEFFORM 47 – Invitation to Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
 - Section A – Introduction
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
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 - Construction of Tenders
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 - Section F – Conditions of Tendering
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 - Bid Rigging and Other Illegal Practices
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 - Government Furnished Assets
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 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering
 - DEFFORM 47 Annex A – Tender Submission Document (Offer)

Section A - Introduction

Definitions

- A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.
- A2. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.
- A3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.
- A4. A "Tender" is the offer that you are making to the Authority.
- A5. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) and any associated technical data which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The "Statement of Requirement" details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached to this DEFFORM 47. This may include the System Requirements Document (SRD).
- A8. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.
- A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.
- A10. A "Third Party" is any person who is not an employee of the Tenderer as defined at A2.

Purpose

- A11. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:
- a. tender process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this competition;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and evaluation of Tenders; and
 - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
- A12. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A13. This ITT has been issued to all potential Tenderers on Crown Commercial Service (CCS) Framework RM3815, Lot 2 for Contact Centre Services.
- A14. The requirement was advertised by the Authority via the CCS eSourcing Suite on 17 May 2019.

ITT Documentation and ITT Material

- A15. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any

intellectual property rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A15.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A16. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A15 above.

Tender Expenses

A17. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A18. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A19. The Contract conditions for CCS Framework RM3815, Lot 2 apply. Failure to conform to the framework conditions will result in your Tender being non-compliant.

Consultation with Credit Reference Agencies

A20. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

A21.The Tenderers' attention is drawn to the following other information:

A Cyber Risk Assessment has been raised for this requirement under Assessment number RAR-MN2X58QD. The associated Cyber Risk Profile is 'low'.

All potential suppliers who submit a Tender must also complete a Supplier Assurance Questionnaire against this Cyber Risk Assessment. A Supplier Assurance Questionnaire can be completed online at <https://supplier-cyber-protection.service.gov.uk/help/scp/completesaq>. A copy of the completed Questionnaire should be submitted with your tender.

Suppliers can register to view the Assessment and submit their Questionnaire at <https://supplier-cyber-protection.service.gov.uk/organisation/register>

Further guidance on the Cyber Risk process can be found in the Cyber Security Model Industry Buyer and Supplier Guide at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718566/20180203_Cyber_Industry_Buyer_and_Supplier_Guide_v2_1.pdf

Please note that if your Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent you from submitting a Tender. In these circumstances, you should complete and submit a Cyber Implementation Plan which will demonstrate what actions you would be able to take to meet that level. If you are subsequently awarded the contract, the actions in the Cyber Implementation Plan would then need to be undertaken to ensure that you meet the necessary cyber requirements once the contract has commenced.

Cyber Implementation Plan Template

MOD contract number:	700004344
CSM Risk Acceptance Reference:	RAR- MN2X58QD
CSM Cyber Risk Profile:	Low
Name of Supplier:	
Current level of Supplier compliance:	
Reasons unable to achieve full compliance:	
Measures planned to achieve compliance / mitigate the risk with dates:	
Anticipated date of compliance / mitigations in place:	

Section B – Key Tendering Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	17:00 on 29 May 2019	Tenderers	Commercial Officer
Final Date for Requests for Extension to return date ¹	17:00 on 29 May 2019	Tenderers	Commercial Officer
The Authority issues Final Clarification Answers ²	7 June 2019	The Authority	All Tenderers ³
Tender Return	17 June 2019	Tenderers	The Tender Board
Tender Evaluation	17 to 24 June 2019	The Authority	N/A
Contract Award Decision (Standstill)	24 June 2019	The Authority	Tenderers
Contract Commencement	5 July 2019	The Authority	Winning Tenderer
Service Commencement	29 September 2019	Winning Tenderer	The Authority

Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.
2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.
3. Negotiations are not permitted under the Open or Restricted Procedures.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must Tender for all the Contractor Deliverables listed in the attached Schedule of Requirements. The Authority reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for ninety (90) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

Section D – Tender Evaluation Criteria

This section details how your Tender will be evaluated.

Tenders must meet all Technical and Commercial evaluation requirements to be considered compliant and receive a total score. Any tender which is considered non-compliant will be excluded from the competition.

The Tender Evaluation will be on the basis of:

Most Economically Advantageous Tender (MEAT) with a split of 70% / 30% between Technical / Commercial.

The overall evaluation will be a score out of 100 (as this represents 100% of the total available).

A score of 70 will be allocated to the compliant tender which receives the highest total mark in the technical evaluation. The technical score of the other compliant tenders will be calculated using a percentage (%) difference method between the highest total mark and their total mark (as illustrated in the scoring example). This will be considered as the Technical score.

A score of 30 will be allocated to the compliant tender with the lowest price in the commercial evaluation. The commercial score of the other compliant tenders will be calculated using a percentage (%) difference method between the lowest price and their price (as illustrated in the scoring example). This will be considered as the Commercial score.

Technical and Commercial scores will be added together to give a total score. The tender with the highest total score will be considered to be the "Winning Tender".

Tenders will be evaluated based on the contents of the tender only. Technical evaluations will be undertaken independently from Commercial evaluations and without knowledge of associated prices.

Commercial Evaluation

The Commercial evaluation will consider if everything requested has been provided, including;

- The tender was received by the deadline.
- Pricing Matrix indicating pricing breakdown was submitted.
- Tender Offer Annex A was submitted.
- Statement Relating to Good Standing was submitted.
- Terms & conditions are accepted and Implementation Plan indicates service commencement date can be met.
- Supplier Assurance Questionnaire and Cyber Implementation Plan (if required) have been submitted.

Any tender which does not include all the required documentation will be considered non-compliant. Providing these requirements and all Technical requirements have been met, a Commercial score will then be awarded based on the total price quoted on the Pricing Matrix (and confirmed in DEFFORM 47 Annex A).

Telephone and online based services have been grouped in to categories on the Pricing Matrix for which an individual price per item for each separate group should be entered on to the Pricing Matrix. In addition a total monthly management fee should be included, which will cover all other costs required for the provision of the services included in the Statement of Requirements. Items included in the management fee must then be listed in the management fee breakdown box. Examples of potential costs relevant to the management fee are: initial set up costs, accommodation of MoD staff, account management, training, travel and subsistence, production of monthly reports and profit.

For any services not included in the Statement of Requirements, Tenderers should complete the Hourly Rates box on the Pricing Matrix to indicate the rates at which additional services will be charged. For example: production of any reports additional to the standard monthly reports.

Any processing costs with regards to Postal Fulfillment should be included in the monthly management fee; postage costs will be reimbursed by the Authority at cost.

The total price entered should be the estimated calculation for 5 years for the provision of all services/requirements set out in the Statement of Requirement. This is the figure from the 'total estimated contract price' box on the Pricing Matrix.

The contract is initially for 3 years but with 2 additional options years that may be taken. Therefore, tenders will be compared based on the maximum cost that could be incurred should the full duration be required.

Volumes given on the Pricing Matrix are purely to give a comparison of Tenders received, they are not a guarantee of services required under the Contract. Volumes under the Contract may be higher or lower than these estimates.

Should any exclusions apply to any services/packages that you would provide in meeting the requirements, these exclusions should be clearly indicated in your tender.

Technical Evaluation

The Technical evaluation will allocate points to a series of requirements/criteria to establish if the tender proposal will meet Statement of Requirements. These will also be weighted, with the most important requirements/criteria being allocated a higher weight so that they account for more of the available points.

Any tender which receives 0 or 1 for any individual requirement/criteria, or receives a fail on a pass/fail requirement/criteria will be considered non-compliant.

Providing minimum points/marks have been received and all Commercial requirements have been met, a Technical score will then be awarded based on the total marks received.

The requirements/criteria which will be evaluated are set out in the table below.

Number	Requirement/Criteria	SOR Ref	Score (0-5)	Weight	Points Available	Points Awarded
General Requirements						
1	<p>The potential supplier MUST indicate how they would provide the scalability and flexibility to support:</p> <ul style="list-style-type: none"> a. A fully technically & commercially compliant CC solution for the RN and RAF service within 12 weeks of contract award. b. The provision of a project evaluation plan which is to include: timing plan, transition plan (transfer of services including the 12-week handover period), key decisions and milestones that will ensure a full-service delivery by 29 Sep 19. <p>Identifies a clear team structure for both RN and RAF.</p>	<p>1.2 1.3 2.1 2.2</p> <p>1.2 1.3 2.1 2.2 2.3</p> <p>5.1</p>		5	25	
2	Adequately demonstrates flexibility throughout the life of the contract to deliver changes that reflect potential future changes to the RN & RAF recruiting processes.	5.11		5	25	

3	Meets the requirement of GFA (Government Furnished Assets) that the contact centre is UK based and adequately demonstrates the ability to support the installation of MODNET installation and separate containment for MODNET wiring.	3	N/A	PASS/ FAIL	N/A	
4	Adequately demonstrates: <ul style="list-style-type: none"> a. How they will provide and process online applications for the RN and RAF through the respective website. b. How they will perform targeted outbound communication/engagement tasks and projects to help increase the number and conversion of Contacts and applicants for specified roles and report on the outcomes/success of this work. 	2.1 5.5.j 2.1 5.5.i		5	25	
Model Core Operations						
5	Adequately demonstrates the flexibility and ability to deliver core operations to the RN and RAF: <ul style="list-style-type: none"> a. The progression and submission of individuals' applications, helping to prioritise and fast-track candidates b. The ensuing contact strategy and associated E-communications. c. Over the life of the contract the aim will be to drive down call durations and volumes (including repeat callers) significantly. 	5.6.iv 5.5 5.6.b.vi		5	25	
RN and RAF Customer Processes						
6	Demonstrate how the CC provider will: <ul style="list-style-type: none"> a. Signpost callers to the appropriate section of the websites or online content. b. Provide information or clarification on RN and RAF careers and the associated eligibility/entry criteria and recruitment/selection process. c. Take contact details of callers and set-up a DRS portal account to enable them to register/apply for their desired role or seek information and advice in the case of influencers. d. Act as helpdesk for candidate DRS issues including referrals to SPOC. e. Book RN Reserves contacts to local Reserve units as appropriate. 	2.1.iv 5.6.b.iii 5.6.b.i 5.6.ii 5.6.b.iii		5	25	
Target Audience/Customers						

7	Adequately demonstrates how they will support different types of enquiries including: <ul style="list-style-type: none"> a. Different career streams. b. Pre-eligible prospective candidates. c. Non-eligible candidates d. Serving Armed Forces personnel. e. Gatekeepers and influencers. f. Overseas callers. 	2.1		4	20	
Online Recruiting Process						
8	Adequately demonstrates how they would support the delivery of an innovative digital online recruiting process.	3 5.6		5	25	
Data Security & Transfer Proposals						
9	Must demonstrate the ability to deliver and maintain a contact database that meets DPA, ICO and MOD policies including security requirements to OFFICIAL SENSITIVE PERSONAL level.	3	N/A	PASS/ FAIL	N/A	
10	Adhere to any accreditations / certification held for data security (including data storage and physical security).	3	N/A	PASS/ FAIL	N/A	
Data Capture Requirements						
11	Adequately demonstrates how the CC will deliver a database that captures the following: <ul style="list-style-type: none"> a. Basic contact and identification fields. b. Further customer details, eg. Nationality & Ethnicity. c. Role or Career Field of interest. d. Media. e. Current status, eg. Influencer, pre-eligible, serving military, in education, in full/part-time employment, unemployed. f. Opt-ins for or opt-outs from receiving further information. g. Ability to record and store all calls and email contact in accordance with the RN Recruiting Privacy Policy. h. Ability to allow the enquirer to move onto the appropriate CRM strategy including e-engagement. 	4	N/A	PASS/ FAIL	N/A	
System Requirements						

12	<p>Adequately demonstrates how the CC will carry out the following functions:</p> <ul style="list-style-type: none"> a. Migration of existing CC database b. Creation of a single customer record with a Unique Reference Number (URN). c. Supports export of data into standard formats. d. Mechanism for data cleansing. e. Ability to profile live data to identify types of candidates – e.g. location, age, geo-demographic classification. f. Provision of data (as required) for extraction to inform RN/RAF Business Insights regimes via systems such as Microsoft Power BI. 	<p>5.8</p> <p>4.5a</p> <p>4.5.f.vii</p> <p>4.5.f.vii i</p> <p>4.5.ix</p> <p>4.5.xii</p>		5	25	
Communication Channels						
13	<p>The SP must demonstrate the ability to operate a multi-channelled contact centre between the following hours:</p> <p>0800 - 2000 Monday to Friday 0900 - 1800 Saturday and 1000 - 1600 on Sunday (except Public Holidays).</p>	5.3a		PASS/ FAIL	N/A	
Telephony						
14	<p>Adequately demonstrates:</p> <ul style="list-style-type: none"> a. Ability to provide dedicated RN and RAF Careers Information lines utilising existing telephone numbers. b. A suitable telephone system that supports call recording and call statistics. c. Ability to provide an interactive voice response (IVR) messaging out of hours for RN and RAF 	5.5.a		5	25	
E-Engagement						
15	<p>Adequately demonstrates:</p> <ul style="list-style-type: none"> a. How they intend to manage all system driven and manual E-communications with registered contacts as required by the RN's and RAF's variable recruiting and marketing needs, strategies and campaigns. b. How dynamic E-engagement will be delivered on an individual basis and for mass batch broadcasts as specified by the RN and RAF using pre-defined generic and targeted templates. c. How they will deliver and manage E-communications with key influencers (eg. parents, teachers and community 	5.5.i		5	25	

	<p>leaders) who call, email or register to seek information and advice.</p> <p>d. How they will include the provision of a variety of links to online careers information & guidance and electronic forms to supplement the online application form.</p> <p>e. CC staff will be able to effectively respond to e-mail enquiries regarding RN/RAF career enquiries.</p>					
Electronic Forms						
16	<p>Adequately demonstrates:</p> <p>a. Find Out More Form (FOMF). How they will deliver and process the electronic FOMF to update the CC database.</p> <p>b. How they will process manual hardcopy FOMFs until fully replaced by an electronic form.</p> <p>c. Electronic Expressions of Interest (EOIs). How they will deliver and process the electronic EOI form which will be hosted on the RN website and feed directly into the CC database.</p>	<p>5.5.k</p> <p>5.5.j</p>		5	25	
Social Media; Facebook, Twitter, YouTube, Instagram, LinkedIn						
17	<p>Adequately demonstrates:</p> <p>a. How they will manage the provision of social media monitoring and moderation.</p> <p>b. How they will post status updates on availability of RN and RAF roles</p> <p>c. How they will remove, delete and ban users immediately that violate the rules of the groups.</p> <p>d. How they will keep up-to-date with the use of current social media trends and support developing social media channels</p>	<p>5.5.d</p> <p>5.5.e</p> <p>5.5.f</p> <p>5.5.g</p> <p>5.5.h</p>		5	25	
Live Chat and Webchat						
18	<p>Adequately demonstrates:</p> <p>a. How they will deliver continuous online webchats during opening hours.</p> <p>b. How CC staff will be able to participate and moderate in this webchat.</p>	5.5.m		5	25	
Fulfilment						
19	Adequately demonstrates the ability to provide hard copy fulfilment.	5.5.b		3	15	

Customer Relationship Management (CRM)						
20	Adequately demonstrates how they will effectively work with the RN and RAFs third party SP to provide CRM.	5.7 5.11.e		4	20	
Reporting, Analysis and Research						
21	Adequately demonstrates they will be able to produce dynamic and useable: <ul style="list-style-type: none"> a. Production of marketing campaign reports; <ul style="list-style-type: none"> i. Accurate data collection. ii. Measurement of the activity. iii. Delivery of targeted communications. b. Weekly and monthly productivity and efficiency reports to include (but not limited to); <ul style="list-style-type: none"> i. Registrations ii. CRM iii. Finance iv. IT issues/Password resets 	6		5	25	
22	Demonstrates how they are going to deliver dedicated analyst support to the reporting process.	5.1.d		4	20	
Recruitment & Training						
23	Adequately demonstrates a clear training plan for all staff involved in the RN and RAF activity, including provision of mandatory MODNET related training: <ul style="list-style-type: none"> a. Specifying the resources, they intend to dedicate to the account, ideally giving names and short CVs showing individuals' relevant previous work experience (including for the IT support team). Tenders should also show where the team would fit into the overall structure and who will be responsible at Board level for the account, should problems arise. b. Specifying how the account manager, as well as the approach to change management methodology to change to the process will be addressed during set-up and after go live. A short CV should be supplied for any account management staff. 	5.2 5.1 5.1.b		5	25	
24	Adequately demonstrates how different levels of support will be offered to the enquirer depending on the nature of the enquiry.	5.1.c		5	25	

25	Acknowledges requirement to seat up to three embedded RN CAs.	5.1.f		5	25	
26	Demonstrates how they will incentivise staff to retain high levels of commitment to the RN/RAF account.	5.1.f		5	25	
27	Confirm staff will be DBS and full Security Check (SC) cleared (including any sub-contracted staff), Local Security Officer (LSO) and Deputy LSO will be provided.	5.1.i		PASS/ FAIL	N/A	
Contact Handling Requirements						
28	<p>Adequately demonstrates:</p> <ul style="list-style-type: none"> a. The systems and procedures used when forecasting contact volumes. b. How they monitor, record and report back to the client on the efficiency of the team. c. How this information is used to improve efficiency and reduce staffing costs. d. How they would structure the agent team to meet call demands. e. How they will detail the process for ensuring accurate data capture of personal details as well as appropriate and effective handling and protection of the personal data held. f. How they will detail their organisations approach to countering fraud internally and externally and your processes and policies to maintain this. g. A robust quality monitoring procedure for both verbal and written (including electronic) communications so that standards and knowledge are maintained throughout the dedicated team 	<p>5 Annex J</p> <p>8.1</p>		5	25	
Future Developments						
29	<p>Offers innovative, forward thinking ideas to help improve the current recruiting numbers:</p> <ul style="list-style-type: none"> a. Increased efficiency in the recruiting pipeline. b. And reduce costs and delivering VFM. 	<p>2.1.xiii</p> <p>7</p>		4	20	
Marketing Activity for RN & RAF Careers						
30	<p>Adequately demonstrates how they will support RN and RAF marketing activity including:</p> <ul style="list-style-type: none"> a. Accurate data collection. b. Measurement of the activity. c. Delivery of targeted communications. 	6		5	25	

	Production of marketing campaign reports					
Success Criteria						
31	Adequately demonstrates a quality service utilising industry best practice. Suppliers must demonstrate/show any quality standards achieved and any industry/trade bodies of which they are a member.	8		3	15	
	Total Points				585	

Points will be allocated based on the following principles

Pass	The Tender clearly shows that the requirement/criteria will be met in full and sufficient evidence has been provided where required. Any effects on the Authority resulting from the Tenderer's solution are considered acceptable.
Fail	The Tender does not clearly show that the requirement/criteria will be met in full and sufficient evidence has not been provided where required. Some effects on the Authority resulting from the Tenderer's solution are considered unacceptable.
5	Total Compliance The Authority is fully satisfied about the potential supplier's ability to meet fully the requirement
4	Minor Reservations The Authority has only minor reservations about the supplier's ability to meet the detailed criteria due to a lack of specific information. However, the Authority is confident that these minor reservations can be resolved and the option pursuable.
3	Reservations The Authority has some reservations about the potential supplier's ability to meet the detailed criteria due to a lack of specific information and/or proposals provided. The Authority would require further detailed clarification in order to determine the suitability of a potential supplier's proposal.
2	Major Reservations The Authority has major reservations about a potential supplier's ability to meet the detailed criteria due to the lack of substantial information. The Authority has considerable doubts about the potential ability to meet the criteria although believe there is some possibility that the option is worth pursuing.
1	Unacceptable The Authority has serious reservations about a potential supplier's ability to meet the detailed criteria and the Authority believe that the option is not worth pursuing.
0	Non-Compliant The Authority considers that the proposal from the potential supplier does not demonstrate an ability to meet the detailed criteria.

Scoring Example

The following table provides an example of how tenders may be scored and is for illustrative purposes only.

Technical Mark = Points Awarded x Weight

Technical Score = 60 x (Tender Technical Mark/Highest Technical Mark)

Commercial Score = 40 x (Lowest Price/Tender Price)

QUESTION	WEIGHT	TENDER 1		TENDER 2		TENDER 3		TENDER 4	
		POINTS	MARK	POINTS	MARK	POINTS	MARK	POINTS	MARK
1	5	3	15	4	20	4	20	5	25
2	5	3	15	4	20	2	10	5	25
3	N/A	PASS	PASS	FAIL	FAIL	PASS	PASS	PASS	PASS
4	5	3	15	3	15	3	15	4	20
5	5	2	10	3	15	3	15	4	20
6	4	3	12	4	16	3	12	4	16
7	4	2	8	2	8	4	16	5	20
8	5	3	15	3	15	5	25	5	25
9	N/A	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
10	N/A	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
11	N/A	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
12	5	3	15	4	20	3	15	5	25
13	N/A	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
14	5	2	10	5	25	4	20	4	20
15	5	3	15	3	15	4	20	3	15
16	5	2	10	2	10	5	25	4	20
17	5	3	15	2	10	3	15	4	20
18	5	2	10	2	10	3	15	4	20
19	3	3	9	3	9	3	9	5	15
20	4	3	12	4	16	2	8	3	12
21	5	2	10	5	25	3	15	3	15
22	4	3	12	4	16	4	16	3	12
23	5	2	10	4	20	5	25	4	20
24	5	4	20	3	15	4	20	5	25
25	5	5	25	5	25	5	25	4	20
26	5	5	25	3	15	3	15	4	20
27	N/A	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
28	5	3	15	3	15	3	15	4	20
29	4	2	8	3	12	3	12	5	20
30	5	3	15	4	20	4	20	4	20
31	3	3	9	4	12	4	12	4	12
TOTAL MARK		335		399		415		482	
TECHNICAL COMPLIANCE		PASS		FAIL		PASS		PASS	
TECHNICAL SCORE (MAX 70%)		48.65%		0.00%		60.27%		70.00%	
TOTAL PRICE		£8,900,000		£9,300,000		£10,000,000		£9,200,000	
COMMERCIAL COMPLIANCE		PASS		PASS		FAIL		PASS	
COMMERCIAL SCORE (MAX 30%)		30.00%		31.35%		0.00%		29.02%	
TOTAL SCORE (MAX 100%)		78.65%		FAIL		FAIL		99.02%	

Tender 2 was non-compliant as it did not meet the mandated minimum Technical points for each requirement/criteria, as number 3 received a fail mark.

Tender 3 was as non-compliant as it did not meet the Commercial requirements as Terms and Conditions were not accepted and the total price quoted exceeded the funding available of £9,722,000. Therefore, no combined total was achieved.

Tender 4 is the Winning Tender, as it had the highest total Technical/Commercial score and was considered both technically and commercially compliant.

Section E – Instructions on Submitting Tenders

Submission of your Tender

- E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide paper/CD unpriced and paper/CD priced copies of your Tender and copies of supporting documents. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E2. You must include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with “Includes Prices” or “Unpriced”. The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your Priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

- E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:
- a. your name and address;
 - b. the Tender Reference Number and due date for return of the Tender; and
 - c. the Description and Item Number as shown in the Schedule of Requirements;
- E10. You should send any samples to the named Commercial Officer after the Tender return date.
- E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.
- E12. Samples that are consumed will not be returned.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a Contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and/or
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instigated, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

- F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.
- F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:
- a. manner of operation and management;
 - b. roles and responsibilities;
 - c. standards for integrity and fair dealing;
 - d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
 - e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
 - f. the Authority's rights of audit; and
 - g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

Standstill Period

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day it extends to midnight at the end of the next working day.

Publicity Announcement

F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent

to these terms as part of the competition process. This allows the MOD to share information with other Government departments whilst complying with our obligations to maintain confidentiality.

F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach these returns listed in the Annex and, where you select yes, you attach the relevant information.

F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.

F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Specific Conditions of Tendering

F20. The Tenderers' attention is drawn to the following:

Ministry of Defence

Tender Ref No. 700004344

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by the Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/matrices?			Yes / No / Not Required	
Are you a Small Medium Enterprise (SME)?			Yes / No	

Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council?	Yes* / No
Have you attached The Bank/Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	
Tenderer's Declaration of Compliance with Competition Law	
<p>We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:</p> <ul style="list-style-type: none"> a. the offered price has not been divulged to any Third Party, b. no arrangement has been made with any Third Party that they should refrain from tendering, c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and e. no arrangement has been made with any Third Party otherwise to limit genuine competition. <p>We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.</p> <p>We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.</p> <p>We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.</p>	
Dated this day of Year	
Signature:	In the capacity of
(Must be original) (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS)	Postal Address:
duly authorised to sign this Tender for and on behalf of:	Telephone No:
(Tenderer's Name)	Registered Company Number:
	Dunn And Bradstreet Number:

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR - Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding).

4. If you have answered 'Yes' in Annex A (Offer) as directed by para 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or likely be, the subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclosure the Contractor Deliverable, including export restrictions. In particular, you must identify:

- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
- c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
- d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

- a. Whether all or part of any Contractor Deliverables are or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.
12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty's Revenue and Customs (HMRC) authorisations.

Sub-Contracts Form 1686

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#).

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of Authority spending should be spent with SMEs by 2020; this applies to the money which the Authority spends directly with SMEs, and through the supply chain. The Authority uses the European Commission definition of SME.

18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their subcontractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).

19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#).

20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within DEFCON539.

22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

23. You should complete the attached Tenderer's Commercially Sensitive Information Form, explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

24. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a State Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. There are no Military Aviation Authority Requirements.

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

31. The Covenant's two principles are that:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through the Corporate Covenant.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management
Ministry of Defence
Holderness House
51-61 Clifton Street
London
EC2A 4EY

34. Paragraphs 30 - 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

17 May 2019

Dear Sir or Madam,

1. Thank you for your interest in the Provision of Contact Centre Services to Support Royal Navy and Royal Air Force Recruitment.
2. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
3. Regulation 57 of **the Public Contracts Regulations 2015** applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 57(1) and (3) (being grounds for mandatory exclusion) or in Regulation 57(4) and (8) (being grounds for discretionary exclusion) apply to the supplier.
4. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences listed at Regulation 57(1) and (3) or where any of the situations in regulation 57(4) or (8) apply. If any of the matters referred to in the Statement applies to your company, you must provide additional information regarding the circumstances, including, if appropriate, any remedial action to prevent their recurrence or any payment of, or agreement to pay, outstanding taxes or social security contributions. This additional information, excluding any supporting documentation, shall not exceed five (5) A4 pages in total.
5. Any evidence of fraud, bribery, corruption or other dishonest irregularities in relation to this procurement procedure could result in your disqualification from the procedure.
6. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than fourteen (14) calendar days from the date of this letter.
7. May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

Lauren Terry

The Statement Relating To Good Standing

Contract Title: Provision of Contact Centre Services to Support Royal Navy and Royal Air Force Recruitment

Contract Number: 700004344

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of [*insert potential supplier*] has not been convicted of any of the following offences within the past 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (1) the common law offence of cheating the Revenue;
 - (2) the common law offence of conspiracy to defraud;
 - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
 - (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
 - (9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
- f. any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

- g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- k. an offence under section 59A of the Sexual Offences Act 2003;
- l. an offence under section 71 of the Coroners and Justice Act 2009;
- m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- n. an offence under section 2 or 4 of the Modern Slavery Act 2015;
- o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –
 - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
- p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom

2. **[Insert potential supplier]** further confirms to the best of our knowledge and belief that within the last 3 years it:

- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed to at distorting competition;
- e. is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive

requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;

- h. is not guilty of serious misrepresentation in providing any information required by this statement;
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	
Signed (By Director of the Organisation or equivalent)	
Name	
Position	

TUPE

ITT notes to Tenderers for Contract Re-Lets – No Former Authority staff

Applicability of TUPE

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended, and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this Invitation to Tender and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly.

Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

2. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided for Tendering Purposes

3. TUPE information in respect of the current employees is provided in the table below. This information may be updated prior to Contract Award, in which event the short-listed Tenderers will be given an opportunity to revise or confirm tendered prices.

4. The information detailed in the table below has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.