**INVITATION TO NEGOTIATE (ITN)**

**SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS (SNITS)**

**OVERSEAS PRIME CONTRACT**

**Cyprus Hard Facilities Management**

**Contract Number: 701532400**

**Version 1.9**

**(ITSFT)**

**Date 16 January 2014**

**Document Control (Development)**

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| 12/02/2021 | 1.0 | AWARD |  |
| 09/04/2021 | 1.1 | AWARD | Amendments to Annex D Q19, Q16 and timetable dates |
| 25/05/2021 | 1.2 | AWARD | Listed on AWARD incl. revised site visit and other date changes, paras 15,32 and Annex D Q18 amendments |
| 20/06/2021 | 1.3 | AWARD | Change to: some timetable dates in para 20.1 Table, para 28.1 in respect of clarifications, para 56.10.2 ref, para 69.1 date change |
| 22/06/2021 | 1.4 | AWARD | Para 30.5 removed, some further date amendments to page 3 (C&D), paras 20.1 (Timetable), 28.1,57.2, 69.1 and 72.1. |
| 16/08/2021 | 1.5 | AWARD | Amendment to list of suppliers invited to submit. Timetable/date amendments at 20.1, 28.1 and 44.1. Q5- Social Value, page 78, reference to requirements menu removed and replaced with Booklet 3 reference.  Q17. Para reference change for VL-01 and removal of erroneous "para" word where no para number given for VL-03. Annex L -Defform 532 added. |
| 01/10/2021 | 1.6 | AWARD | Para 14.3 amended wording, Para 14.4 removed, Para 16.1 contract duration change, Para 28.1 date change, Para 34.1 wording change, Para 57.2 amended wording, Para 57.3 removed, Paras 69.1 and 72.1 date changes. Annex D - some response page limits increased. |
| 17/01/2022 | 1.7 | AWARD | Changes to dates in para 20.1 (Timetable), date change para 44.1, para 68.6 (Table) NPV reference removed. |
| 14/02/2022 | 1.8 | AWARD | Invitation to Submit Final Tender (ITSFT), minor date changes in Para 20.2 (Table) incl. return submission time deadline. Annex D Q3 page count change. |
| 10/03/2022 | 1.8.1 | AWARD | Annex D Q2, 5 and 14 added text “(excluding plans)” after page count  Annex D Q16 Changed, removed ref to KL-11C as priced option. |
| 23/02/2023 | 1.9 | AWARD | Contract Award Date, Mobilisation Period and ISD updated. |

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|  | OPC Cyprus HFM  Commercial Team  Kentigern House, Glasgow,  G2 8EX |

Tel:   
 Email: [DIOComrcl-OPC@mod.gov.uk](mailto:DIOComrcl-OPC@mod.gov.uk)

|  |  |
| --- | --- |
|  | Your Reference:  Our Reference: 701532400  Date 12 February 2021 |

Dear Sir/Madam

**Invitation To Negotiate Reference No. 701532400**

1. You are invited to tender for OPC Cyprus - Hard Facilities Management Contract in competition in accordance with the attached documentation.
2. The requirement is for the provision of Hard Facilities Management Services at British Forces locations in Cyprus
3. The anticipated date for the contract award decision is 18 October 2022, please note that this is an indicative date and may change.
4. You must submit your Initial Tender to arrive no later than 10.00 a.m. on 06 September 2021.
5. Please confirm receipt of this tender to the DIO OPC Commercial Team stated in the above address within 5 working days.
6. Tenderers are required to acknowledge any receipt of any amendments to the ITN documentation by email within 5 working days of the date of the issue of the amendment.

Yours faithfully,

# **List of Suppliers Invited to Submit a Tender for ITN No. 701532400**

|  |  |
| --- | --- |
| **Supplier Name** | **Supplier Address and Phone No** |
| **Amey Defence Services Ltd.** | Chancery Exchange  10 Furnival Street  London EC4 1AB  Tel: N/P |
| **Mitie (Defence) Ltd.** | Level 12  The Shard  32 London Bridge Road  London SE1 9SG  Tel: N/P |
| **Veolia Water Outsourcing Ltd.** | 210 Pentonville Road  London N1 9JY  Tel: N/P |
|  |  |

This is one of six booklets as listed below that together comprise the tender documentation for the Overseas Prime Contract – Cyprus Hard FM.

The contents of each Booklet are listed in the Table of Contents found within each Booklet. A full list of all Booklets and their contents is given in Booklet 1 Invitation to Negotiate

During the Tender Process individual Booklets or documents within Booklets may be revised, withdrawn or added to. A Document Control Index will be made available.

It is the responsibility of the Tenderer to ensure they refer to the current document and that no part or page is missing or duplicated.

|  |  |  |
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| **DOCUMENT No.** | **TITLE** | **INCLUSIONS** |
| Booklet 1 of 6 | Special Notices and Instructions to Tenderers | Tender Instructions  Conditions of Tendering  Key Information |
| Booklet 2 of 6 | Conditions of Contract | Terms and Conditions that will govern the contract (NEC3) |
| Booklet 3 of 6 | Service Information | Captures the Employers requirement, together with Booklet 4 which is as far as possible descriptive rather than prescriptive. This contains the output specification that the Tenderer is required to comply with. |
| Booklet 4 of 6 | Employer Supplied Information  (also referred to as Virtual Data Room) | Contained within the Virtual Data Room:   * Folder A * Folder B |
| Booklet 5 of 6 | Price Information, Assumptions & Tender Response:  Price Submission (Spreadsheets) | Pricing Instructions and Templates which will be completed as part of the Tenderers response |
| Booklet 6\* of 6 | Tender Response:  Non-Cost Submission  Mandatory Forms  Declarations | Contains forms and responses required of the Tenderer. \* Booklet 6 is formed from Tenderers responses, via Award, to technical questions, mandatory submissions and declarations. |

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**Invitation To Negotiate   
for   
OPC Cyprus Provision of Hard Facilities Management Services**

**Booklet 1 - Special Notice of Instructions to Tenderers: Contents**

This Special Notice of Instructions to Tenderers consists of the following documentation:

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# **ACRONYM TABLE**

|  |  |
| --- | --- |
| **Acronym** | **Meaning** |
| ARD | Acquired Rights Directive |
| ASR | Additional Services Requirement |
| AWS | Additional Works Services |
| BIM | Building Information Modelling |
| BPSS | Baseline Personnel Security Standard |
| CAAS | Cost Assurance and Analysis Services |
| CA | Contract Award |
| CIP | Cyber Implementation Plan |
| COI | Conflicts of Interest |
| COSHH | Control of Hazardous to Health Substances |
| CPI | Consumer Price Index |
| CP&F | Contracting, Purchasing and Finance |
| CRADS | Capability Readiness Assurance Document |
| DEFCONS | Defence Conditions |
| DEFFORMS | Defence Forms |
| DEFSTANS | Defence Standards |
| DE&S | Defence Equipment and Support |
| DCO | Defence Contracts Online |
| DCPP | Defence Cyber Protection Partnership |
| DIO | Defence Infrastructure Organisation |
| DSPCR | Defence & Security Public Contracts Regulations |
| EIR | Environmental information Regulations |
| EU | European Union |
| EWA | Ethical Walls Agreement |
| FM | Facilities Management |
| FOC | Full Operating Capacity |
| FOIA | Freedom of Information Act |
| GFA | Government Furnished Assets |
| GFE | Government Furnished Equipment |
| HFM | Hard Facilities Management |
| HR | Human Resources |
| HRMC | Her Majesty’s Revenue & Customs |
| IMS | Information Management System |
| IPR | Intellectual Property Rights |
| IRL | Inclusive Repair Limit |
| ISD | In-Service Date |
| IT | Information Technology |
| ITAR | International Traffic in Arms Regulations |
| ITN | Invitation To Negotiate |
| JSP | Joint Service Publication |
| KPI | Key Performance Indicator |
| LAS | Lowest Acceptable Score |
| MAA | Military Aviation Authority |
| MEAT | Most Economically Advantageous Tender |
| MOD | Ministry of Defence |
| OJEU | Official Journal of the European Union |
| OPC | Overseas Prime Contracts |
| PCG | Parent Company Guarantee |
| PQQ | Pre-Qualification Questionnaire |
| SAL | Security Aspects Letter |
| SAQ | Supplier Assurance Questionnaire |
| SME | Subject Matter Expert / Small or Medium Size Enterprise |
| SNITS | Special Notices and Instructions to Tenderers |
| T&Cs | Terms and Conditions |
| TCT | Technically Complaint Tenders |
| TUPE | Transfer of Undertakings Protection of Employment |
| VDR | Virtual Data Room |
| WVFM | Weighted Value for Money |

# **Section A – Introduction**

## **Definitions**

* 1. “The Employer” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Employer"), acting as part of the Crown.
  2. “Tenderer” means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Instruction to Tenderers. Where “you” is used this means an action on you the Tenderer.
  3. “Invitation to Negotiate” (ITN) refers to the first document that the Employer sends out to potential Tenderers following Pre-Qualification Questionnaire (PQQ) that initiates a tender response or negotiation.
  4. A “Tender” is the offer that you are making to the Employer.
  5. “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.
  6. “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.
  7. The “Statement of Requirement” details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is contained within Booklet 3 – Service Information.
  8. “Conditions of Tendering” means the terms that will govern any procurement and resultant contract.
  9. “Third Party” is any person who is not an employee of the Employer or Tenderer, as defined at 1.1 and 1.2.
  10. In the event of any inconsistency between the provisions of this ITN and any previously issued information, the provisions of this ITN shall prevail.
  11. In the event of any inconsistency between definitions between this SNIT and Booklet 2 – Conditions of Contract, the definitions contained within Booklet 2 shall prevail.

## **Purpose**

* 1. The purpose of this ITN is to invite you to propose a solution / best price to meet the Employer’s requirement. This documentation explains and sets out the:
     1. tender process and timetable for the next stages of the procurement;
     2. instructions and conditions that govern this competition;
     3. information you must include in your Tender and the required format;
     4. administrative arrangements for the receipt and evaluation of Tenders; and
     5. Contract Conditions that shall apply in the event that the Employer awards a contract following this competition are contained within Booklet 2.
  2. The sections in this ITN and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

2.3 This ITN has been issued by the MOD Defence Infrastructure Organisation (for the Employer) as the next stage of the tender process for the selection of a Provider for the OPC Cyprus Hard Facilities Management (HFM) Contract. Potential suppliers have subsequently been shortlisted through an Expression of Interest and PQQ assessment and are invited to bid to undertake the above project.

2.4 The requirement was advertised by the Employer in Defence Contracts Online dated 19th. May 2020 with reference to the requirement for the Overseas Prime Contract (OPC) Cyprus Hard FM services following the Negotiated procedure under the Defence and Security Public Contracts Regulations 2011.

## **ITN Documentation and ITN Material**

* 1. ITN 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 Employer for the purposes of responding to this ITN. ITN 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 Employer for the purposes of responding to this ITN. ITN Documentation, ITN Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Employer or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:
     1. take responsibility for the safe custody of the ITN Documentation and ITN Material and for all loss and damage sustained to it while in your care;
     2. not copy or disclose the ITN 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 ITN;
     3. seek written approval from the Employer if you need to provide access to any ITN Documentation or ITN Material to any Third Party;
     4. abide by any reasonable conditions imposed by the Employer in giving its approval under sub-paragraph 3.1.3, 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 Employer;
     5. accept that any further disclosure of ITN Documentation or ITN Material (or use beyond the original purpose), or further use of ITN Documentation or ITN Material, without the Employer’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;
     6. inform the named Commercial Team if you decide not to submit a Tender. Tenderers should confirm their withdrawal in writing, sent in a separate envelope bearing no external reference to ITN Reference Number or return date, addressed to the Employer’s address as stated in paragraph 8.3. This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place;
     7. immediately return all ITN Documentation, ITN Material and derived information of an unmarked nature, should you decide not to respond to this ITN, or you are notified by the Employer that your Tender has been unsuccessful; and
     8. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITN Documentation and ITN Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
  2. Some or all of the ITN Documentation and ITN Material may be subject to one or more confidentiality agreements made between you and either the Employer 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 3 above.
  3. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Employer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Employer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **Tender Expenses**

* 1. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Employer, the Employer will not reimburse you.
  2. This ITN should not be considered as an investment recommendation made by the Employer to any Tenderer taking part in this Tender process. Each Tenderer must make its own independent assessment after making such investigation and taking such professional advice as is deemed necessary.

## **Material Change of Control from Supplier Selection**

* 1. You must inform the Employer 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**

* 1. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via [Knowledge in Defence](https://www.gov.uk/guidance/knowledge-in-defence-kid).
  2. The full text of the Contract conditions is contained in Booklet 2 – Conditions of Contract.

## **Consultation with Credit Reference Agencies**

* 1. The Employer 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.

## **Use of AWARD and Virtual Data Room**

* 1. The Employer has engaged Commerce Decisions Limited to utilise the AWARD Software to support the ITN process. AWARD is available as an internet-based portal, providing Tenderers access controlled via login and permissions. AWARD Software operating instructions are available on AWARD once login and permissions are issued. Tenderers should familiarise themselves with the operating instructions once access has been granted. Use of and access to the software will be monitored to ensure the Tenderers are carrying out their responsibilities correctly. Tenderers are limited to a maximum of 2 AWARD licences.

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Communication** | **Route for Communication** | **Para Ref.** | **Timing** |
| Receipt of complete Tender documentation | Email to Point of Contact at Paragraph 10.3 | F | Within five (5) working days date from ITN issue |
| Point of Contact Notification confirmed | Email to Point of Contact at Paragraph 10.3 | 10.1 | within five (5) working days of issue of ITN |
| Access issues with AWARD and documentation | AWARD via the Helpdesk | 22 | Ongoing |
| Notify any missing Tender documentation | Email to Point of Contact at Paragraph 10.3 | N/A | within five (5) working days of issue of ITN |
| Acknowledge Receipt of amendments to ITN | Email to Point of Contact at Paragraph 10.3 | F | within five (5) working days |
| Written permission from Employer for disclosure / distribution of confidential information | Email to Point of Contact at Paragraph 10.3 | 3.1.3 | within five (5) working days |
| Withdrawal from Tender | Hard Copy to Point of Contact at Paragraph 10.3 and via AWARD | 41 | Ongoing |
| Material changes since PQQ | AWARD | 5.1 | within five (5) working days |
| Site Visit - Confirmation of attendance | Email to Point of Contact at Paragraph 10.3 | 25 | at least forty-eight (48) hours before the expected session start time |
| Mid Tender Review meeting confirmation | E-Mail to Point of Contact at Paragraph 10.3 | 26 | within five (5) working days |
| Request for extension | Email to Point of Contact at Paragraph 10.3 | N/A | fourteen (14) working days before tender due date |
| Clarification Questions | AWARD | 28 | No later than 10am GMT on the date stated for final clarification. |
| Details of Bid team (including names, job titles, roles and reporting lines) to be presented to OPC Commercial Officer. This should also include project and corporate delegation limits. | Email to Point of Contact at 10.3 | 11 | within five (5) working days of issue of the ITN |

* 1. All Tenderers are also provided with equal access to the AWARD Software hosting the Virtual Data Room (VDR). This consists of an open area to which all Tenderers and selected Employer personnel will have access.
  2. For further information on AWARD and the Virtual Data Room, see paragraph 22 and 23.

1. **Performance Management Regime**
   1. The required Performance Management Regime and Key Performance Indicators (KPIs) are outlined in Booklet 2 at Annex D – Performance Management Regime.

## **Administrative Communications**

* 1. Tenderers must each appoint one point of contact who will be responsible for all administrative communications with the Employer, and to whom the Employer should address any such enquiries during this procurement process. The name, address, telephone and email address of the Tenderer’s contact must be notified) to the Employer’s main contact at the address given paragraph 10.3 below as soon as possible, but no later than five (5) working days from the date of issue of the ITN. Any subsequent changes to the Tenderer’s contact details are to be notified to the Employer as soon as reasonably practicable.
  2. The Table below details the various administrative communications and the channel to be used to communicate with the Employer.
  3. All other administrative communications to the Employer, are to be made in writing to the Employer’s main contact as follows:

Point of Contact: OPC Cyprus HFM Commercial Team

Email: [DIOComrcl-OPC@mod.gov.uk](mailto:DIOComrcl-OPC@mod.gov.uk)

Address: Defence Infrastructure Organisation

Kentigern House

65 Brown Street

Glasgow G2 8EX

* 1. The Employer will notify Tenderers of any changes to the contact details listed in paragraph 10.3 above.
  2. Under no circumstances, other than that in the course of normal business, are members of the Tenderer’s organisation, or supply chain members, permitted to contact any other members of the OPC Project Team (unless invited to do so after liaison with the Commercial team detailed above). This is vitally important to the preservation of the transparency of the tendering process and as a result any breaches of this instruction may result in the Tenderer being debarred from the competition.
  3. No Tenderer shall, without the prior written consent of the Employer, contact any Minister, servant or agent of the Employer about the Project prior to a Contract being entered into.

## **Tenderers’ Bid Team**

* 1. Tenderers are required to nominate a “bid team” to exclusively deal with Overseas Prime Contract – Cyprus Hard FM for the duration of the competition. The OPC Project Team expects that all corporate governance arrangements will be managed by the nominated bid team and that the Corporate Entity fully comprehend the nature of the tendering process.
  2. Details of the Tenderers’ bid team (including names, job titles, roles and reporting lines) are to be presented to the OPC Commercial Officer within five (5) working days of issue of the ITN. Project and corporate delegation limits are to be provided to allow the OPC Project Team to understand the level of empowerment provided to the Tenderers’ bid team by the Corporate Entity.

## **External Advisors**

* 1. The Employer is supported by external service providers. These companies are regarded as integral parts of the project team and will therefore have access to a variety of both internal data and Tenderer information. The advisors currently appointed are:

|  |  |
| --- | --- |
| **Advisors** | **Responsibilities** |
| Commerce Decisions | AWARD Software |
| Willis Towers Watson Insurances Ltd | Insurance Advisors |
| Mills & Reeve LLP | Legal Advisors |
| Government Actuary’s Department | Pensions Actuaries |

* 1. The Employer reserves the right to engage such other external advisors as it considers necessary.

## **Security**

13.1 This ITN contains documents that are OFFICIAL AND OFFICIAL SENSITIVE. It is anticipated that the highest classification of documents to be made available during the procurement will be classified OFFICIAL SENSITIVE.

13.2 Tenderers are required to ensure that any OFFICIAL SENSITIVE documents are not transmitted via unsecure facsimile or via the internet either in the UK or overseas. OFFICIAL SENSITIVE material may be sent via postal system in a sealed envelope, but such documents to be sent overseas must be double enveloped. The inner envelope should show the address, name and appointment of the addressee and be marked OFFICIAL SENSITIVE, boldly in red. No protective marking should appear on the outside envelope which should be addressed as usual.

13.3 All Tenderers including sub-contractors within the Defence Supply chain, must follow the Defence Cyber Protection Partnership (DCPP) Cyber Security Model for any contract that involves the transfer of MOD Identifiable Information. Further information is available in paragraph 14.

13.4 All Tenderers must have the appropriate security controls in place by contract start date to manage the allocated cyber risk level or have agreed a Cyber Implementation Plan. A Security Aspects Letter (Booklet 1 – Appendix E) will be issued to all Tenderers with the ITN to cover the controls required during the tendering process and will be re-issued to the successful Tenderer at the Contract start date.

13.5 The documents listed below are included in Booklet 4 – Virtual Data Room on AWARD:

13.5.1 DEFSTAN 05-138 Issue 2 Cyber Security for Defence Suppliers

13.5.2 Defence Cyber Protection Partnership Cyber Security Model Industry Buyer and Supplier Guide - Jun 18

13.5.3 Industry Security Notice 2017/03 - Reporting of Security Incidents

13.5.6 Industry Security Notice 2017/04 - Industry Supplier Guidance on DEFCON 658 (Cyber).

13.6 As advised on release of PQQ, the Employer has issued this ITN on the basis that all individuals within each potential Tenderer’s bid team that are accessing or viewing ITN documentation holds Baseline Personnel Security Standard (BPSS) clearance.

## **14. Cyber Risk Assessment**

14.1 Cyber Assurance is a Pass/Fail criteria. If a Contractor or Sub-contractor fail this criteria they will be deemed as Non-Compliant and their Tender will be eliminated from any Final Technical or Commercial consideration.

14.2 The Cyber Risk Assessment category for this requirement is **Low**.

14.3 The Contractor and all sub-contractors are to have completed the ‘Cyber Supplier Assurance Questionnaire using access code **RAR-TUGE34A8** at the link given at paragraph 14.4*,* by the initial tender return date **15 October 2021.** The Employer will not accept Tenders that have not completed the process.

14.4 This is the link to the ‘Cyber Supplier Assurance’ compliance questionnaire online tool:  [www.gov.uk/government/collections/defence-cyber-protection- partnership](http://www.gov.uk/government/collections/defence-cyber-protection-partnership) or <https://suppliercyberprotection.service.xgov.uk> (\* Interim process notified)

14.5 The Employer is in the process of implementing a single Information Management System (IMS) to replace a number of existing systems. Booklet 3 - Service Information places an obligation on the successful Tenderer to use the IMS to fulfil certain service requirements. Tenderers should also note that at Contract Award and throughout the duration of the Contract Period the successful Tenderer will need to ensure that their Information Technology (IT) interfaces with the Employer’s IMS. his interface will be required for will be successful operation and management of the Contract. Information regarding interface requirements provided as it becomes available.

## **15. Tender Price Window**

15.1 The Employer has identified a tender price window which outlines the maximum that the Employer is willing to evaluate for this programme.

15.2 The Tender Price Window for OPC – Cyprus Hard FM is **€721M to €985M.**

15.3 Tenderers are requested to price for 10 years, Core + Additional Works and Services (AWS).

15.4 The employer retains the option to disqualify any tenderer which does not submit a compliant **Initial Tender**that is within the Tender Price Window, but will always act appropriately, balancing its option to do so vs the benefits of having genuine and adequate competition at final tender stage.

## **16. Contract Length**

16.1 The Contract will be managed by the Employer and/or its agent or agents and will run from Contract Award date for a period of 7 (seven) years plus a mobilisation period of up to 6 (six) months (unless terminated under the Terms and Conditions of Contract).

## **17. Contract Options**

17.1 There is the provision to extend the Contract for up to an additional 3 (three) (1+1+1) years at the Employer’s discretion subject to performance success against the balanced scorecard.

17.2 The Employer is currently considering options for the Operation of Fuel Infrastructure in Cyprus. One option is to bring this service into the OPC contract. As part of the ITN the bidder is requested to provide a costed option to provide a service for the operation of the fuel infrastructure at RAF Akrotiri, Episkopi, Ayios Nikolaos and Dhekelia. Further details of this requirement can be found in Module K, Leaflet KL-11C. Please note that Leaflets KL-11A and KL-11B are core requirements and do not form part of the option.

## **18. Warranted Information**

18.1 The Level 2 warranty of information is outlined in Booklet 2 para 20.10.

18.2 Whilst the Employer will endeavour to ensure that information and documentation released by the Employer during the procurement process, whether through the VDR or as part of this ITN, is correct at the time of issue, neither the Employer or its advisors will accept any liability for its accuracy, adequacy or completeness, nor is any warranty, unless otherwise stipulated, given as to its accuracy, adequacy or completeness.

18.3 Paragraph 18.2 extends to liability in relation to statement, opinion or conclusion contained in, or any omission from, any of the ITN documents and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties is made in relation to such statements, opinions or conclusions.

# **Section B – Key Tendering Activities**

## **19. Competitive Negotiated Procedure**

19.1 The diagram in Annex C to this Booklet 1 provides a pictorial outline of the key stages in this procurement process and where these processes are conducted using AWARD Software. The following paragraphs provide the detailed requirements of these key stages.

## **20. Timetable**

20.1 The key dates for this procurement (excluding any required administrative communications) are anticipated to be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** | **Para Reference** |
| Issue of ITN  (AWARD Software and Virtual Data Room Opens) | 12 February 2021 | The Employer | All Tenderers | 22/23 |
| Initial Tender Clarification period commences | 12 February 2021 | The Employer | All Tenderers | N/A |
| Tenderers Slide Pack | w/c 07 June 2021 | The Employer | All Tenderers | 24 |
| Site Visits | 05 - 09 July 2021 | Tenderers | The Employer | 25 |
| Mid-Tender Reviews | 26-30 July 2021 | The Employer | All Tenderers | 27 |
| Final date for Initial ITN Clarification Questions / Requests for additional information | 12 September 2021 | Tenderers | The Employer | 28 |
| Final date for Employer response to Clarification Question | 17 September 2021 | The Employer | Tenderers | 28 |
| Initial Tender Submission return date | 10.00 a.m. 15 October 2021 | Tenderers | The Employer | 29 |
| Initial Tender Evaluation period | 18 October - 1 December 2021 | The Employer | | 30 |
| Negotiation meetings | w/c 24 January 2022 | The Employer | All Tenderers | 31 |
| Final ITN issued | 14 February 2022 | The Employer | All Tenderers | 34 |
| Final date for Final Tender Clarification Questions | 25 February 2022 | All tenderers | The Employer | N/A |
| Final date for Employer response to Final Clarifications Questions | 18 March 2022 | The Employer | All Tenderers | N/A |
| Final Tender submission return | 16.00 hrs  4 April 2022 | Tenderers | The Employer | 34 |
| Final Tender evaluation period | 5 April 2022 -  6 May 2022 | The Employer | All Tenderers | 35 |
| Appointment of successful Tenderer | 10 January 2023 | The Employer | All Tenderers | 36 |
| Standstill period | 11 - 20 January 2023 | The Employer | All Tenderers | 38 |
| Contract Award | 12 April 2023 | The Employer | Preferred Supplier | 39 |
| Mobilisation period | 13 April - 09 October 2023 | The Employer | N/A | 43 |
| In Service Date | 09 October 2023 | The Employer | N/A | 44 |

## **21. Changes to the Procurement Process**

21.1 All dates in the above timetable are ***provisional only*** and the Employer may vary any date within the timetable or terminate or alter the procurement process in any way at its sole discretion, including the addition or removal of stages. The negotiation process, by its nature, involves extensive discussion between the Employer and Tenderers during the negotiation and this, for example, may affect the outline timetable.

21.2 The Employer reserves the right to undertake an iterative tendering process following receipt of the Tender.

21.3 The Employer reserves the right to waive or change the requirements of this ITN in whole or in part without prior notice being given by the Employer.

21.4 The Employer reserves the right to make whatever changes it sees fit to the structure or content of the procurement process.

## **22. Issue of ITN – Award Software**

22.1 The Employer has engaged Commerce Decisions Limited to utilise the AWARD Software to support the ITN process. AWARD is available as an internet-based portal, providing Tenderers access controlled via login and permissions. The following will be hosted and managed on AWARD for this procurement:

22.1.1 Communication

22.1.2 Booklet 4 - Virtual Data Room (VDR);

22.1.3 Tender Documentation availability;

22.1.4 Tenderer Clarification Question Process (including any Requests for Information);

22.2 AWARD Software operating instructions are available on AWARD once login and permissions are issued. Tenderers were advised on 12 February 2021 (to be confirmed) of how Tenderers would be given access to AWARD. Tenderers should familiarise themselves with the operating instructions once access has been granted. Use of and access to the software will be monitored to ensure the Tenderers are carrying out their responsibilities correctly.

## **Issue of ITN - Virtual Data Room (VDR)**

* 1. All Tenderers are provided with equal access to the AWARD Software hosting the VDR. This consists of an open area to which all Tenderers and selected Employer personnel will have access. The following applies to the operation of the VDR:
  2. The data and documents contained within the VDR are current only at the time of publishing – the information provided; particularly key dates may change during the procurement process.
  3. Unless stated otherwise the VDR documents are intended as background/ contextual material and not as a requirement or specification. The VDR documents do not include all the information a Tenderer may require. As such, the Employer shall not be liable for any loss or damage arising as a result of reliance on such information or any subsequent communication.
  4. By accessing the VDR, and their own allocated area within it, Tenderers agree to keep the copying, use and distribution of the information provided solely for the purpose for which it has been made available – to develop an Overseas Prime Contract – Cyprus Hard FM solution.
  5. Should a Tenderer withdraw or be excluded from the procurement process, it will have no further access to the VDR.
  6. If the information within the VDR needs to be updated the Employer will notify Tenderers via AWARD. It is recommended that Tenderers set up alerts to receive automatic notification of any changes to the VDR.
  7. Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to the Project and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement. Tenderers must form their own opinions, making such investigations and taking such advice as they consider appropriate.

**24. Tenderers Slide Pack**

24**.**1 Following the issue of this ITN the Employer will provide a slide pack with voice recording. The aim of the slide pack is to provide Tenderers with an overview of the requirement and details on the Tendering process. The slide pack will be made available in the VDR on the date in the Table at Para 20.1 above.

## **25. Site Visits**

25.1 The site visit is where the Employer presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement.

25.2 Tenderers will have the opportunity to ask clarification questions within the scheduled Question and Answer sessions. The Employer may answer at the time they are asked, however, also reserves the right to answer questions at a later date. These questions and answers will be shared with all Tenderers following the event. Further detail on the full Clarification Process can be found in paragraph 26 below.

25.3 For security purposes, Tenderers must provide a list of names of those attending the Site Visit to the Employer at least seventy-two (72) hours before the expected session start time. If the information is not provided in this timescale the Tenderer will not be able to attend the event. Tenderers should complete the Confirmation of Attendance Form in Booklet 6. Should the Tenderer require more than the maximum number of attendees stated, they should make representation to the Point of Contact at paragraph 10.3.

25.4 The Site Visit is currently expected to take place week commencing 5th July 2021.

## **26. Clarification Processes**

26.1 The Employer will give Tenderers the opportunity to submit written clarifications, during the Invitation to submit Initial and Final Tender phases which will be managed through AWARD. In addition, Tenderers will have the opportunity during the phases to ask clarification questions during Tenderer Workshop Meetings hosted either face to face or “virtually” by the Employer [details to be provided] with each individual Tenderer and during the Site Visit.

26.2 The Employer and Tenderers will be able to raise written clarifications during the times and dates stated in timetable in paragraph 20.1 above.

26.3 The Employer and Tenderers will aim to respond to any clarification questions within five (5) working days, unless otherwise agreed. If unable to respond within that timeframe the originator of the clarification will be informed of when a response will likely be given.

26.4 Each Tenderer is requested to clearly identify any written clarifications or parts of clarifications which it considers to be confidential or specific to its proposed solution, stating the reasons why. The Employer will decide, at its sole discretion, whether or not to accept the Tenderer’s reasons. If the Employer does not accept the request for confidentiality, the Tenderer will be notified via AWARD and invited to resubmit the question using the normal clarification process.

26.5 Questions about the procurement process and its timelines are not part of the clarification process and may be made at any time.

26.6 Where Clarification Questions are requests further information, plans etc, it should be noted that the Employer’s intent has been to provide all information that it has within the Virtual Data Room.  If information has not been provided, the Employer may not have it.

26.7 The Employer will respond to each clarification question individually via AWARD. The responses will come in the form of a Notification to all Tenderers.

26.8 The Employer will respond to all confidential clarification questions via AWARD addressing only the Tenderer who submitted the question. This will come in the form of a Clarification response.

26.9 Tenderers are asked to review clarification questions before they are submitted to make sure of the following:

26.9.1 That the question relates to the latest version of the issued set of documents, and not earlier drafts;

26.9.2 Each question is brief and to the point, referring to the document and paragraph where the issue arises;

26.9.3 The question has not already been asked, and that the answer has not already been given;

26.9.4 That similar issues are brought together in one question, where it is sensible to do so;

26.9.5 That the question has materiality.

26.10 The Clarification Questions and the resulting responses will not form part of the Contract.  Instead, where the Employer believes that further clarity is needed, the draft Contract will be re-issued to reflect such amendments.

26.11 The Clarification Process is not a substitution for a negotiation process, it is only for Tenderer to:

26.11.1 Identify where the Employer’s intent in the requirement and conditions of contract is not clear, and to suggest or ask for clarification.

26.11.2 Ask for information that may be missing in order to support the preparation of its’ Tender.

## **27. Mid-Tender Review**

27.1 The Employer will engage with each Tenderer individually via [Skype/Zoom - TBC] to hold an online Mid-Tender Review to verbally discuss any further clarification questions.

27.2 It is the Employer’s intention to hold these sessions around two weeks after the site visits. The dates and times for each Tenderers session will be confirmed by the Employer.

27.3 Any confidential clarification questions will follow the process outlined in paragraph 26.4 and 26.8.

27.4 The duration for each Tenderer call will be a maximum of 2 hours.

27.5 Tenderers will be asked to submit all questions 3 days prior to the call to allow the Employer to prepare responses.

## **28. Final Date for Initial Tender Clarification Questions and Additional Information**

28.1 As per the table in paragraph 20.1,written clarification questions must be received no later than 12 September 2021 during the Initial Tender stage.

28.2 The Employer reserves the right not to respond to clarification questions submitted after these dates and times.

## **29. Initial Tender Submission**

29.1 Initial Tenders shall be submitted electronically via AWARD, in accordance with the instructions detailed in **Section E – Instructions on Submitting**.

## **30. Initial Tender Evaluation**

30.1 Tenders shall be assessed to ensure that all documentation has been received. All tenderers must submit a fully complete tender including a compliant Certificate of Acceptance of all Conditions of Contract (Booklet 6). Tenderers who have not provided a complete tender, and/or have not included an affirmative Certificate of Acceptance of all Conditions of Contract will be notified at this point that their bid will not be taken forward.

30.2 The Employer will evaluate tender responses against the stated evaluation criteria.

30.3 The Employer will be using Weighted Value for Money (WVFM) Formula to calculate the Most Economically Advantageous Tender (MEAT). More information on this can be found in Part 3 of this document.

30.4 Evaluation of Tenders (Initial and Final) will be conducted on AWARD on dates stated in Para 20.1 using the electronic tender submission.

**31. Negotiation Meetings**

31.1 Once Initial Tenders have been evaluated, all Tenderers who provide a Complete and Compliant Tenders will be invited to participate in the negotiation phase. All unsuccessful Tenderers will be notified at this point that their bid will not be taken forward.

31.2 The negotiation phase will take the form of negotiation meetings between the Employer’s team, including its external advisors, and Tenderers invited to the Negotiation Phase. It is anticipated that each negotiation meeting will consist of one (1) working day per Tenderer. However, the number and range of negotiation meetings required is entirely at the discretion of the Employer’s team.

31.3 The Employer will ensure equal treatment amongst Tenderers and shall not provide information in a discriminatory manner which may give some Tenderers an advantage over others.

31.4 Negotiation meetings are currently scheduled for as outlined in timetable at Para 20.1 of this document.

31.5 Tenderers should note that in the event of change being required to the above, such as the continued impact of COVID-19, the Employer reserves the right to adopt an alternative approach using available IT systems to facilitate such meetings. The Employer will ensure any proposed change is communicated to all Tenderers.

**32. Negotiation Topics**

32.1 The Negotiation Phase aims to discuss and develop the Tenderer’s response.

32.2 Topics for negotiation will be notified to the Tenderers prior to the meetings but are likely to be centred around the following:

* Selected Key Performance Indicators (KPIs);
* Price;
  + Tenderers will be informed of their relative ranking position based on the prices offered in their initial tender response, and on how many other tenderers are still in the competition.,
* Risk, through Risk Pricing Schedule.

**33. Negotiation Teams**

33.1 The Employer’s intention is that the negotiation teams should be kept as small as possible to promote effective communication. It is therefore intended that the Employer’s team attending any negotiation meeting will be jointly chaired by a senior representative from Commercial, the Project Manager, together with the subject matter experts and any external advisers as appropriate. Specific details on exact Employer representation will be provided nearer the time of negotiation meetings. Notes of the negotiation meetings will be recorded by a member of the Employer’s Commercial team.

33.2 Legal representatives may also be present during negotiations. Communications on negotiations will be provided at least three weeks prior to the negotiation meeting.

34. Final Tender issue and submission

34.1 Following the negotiation meetings, the Employer will issue Final Tender Submission instructions. Final Tenders shall be submitted electronically via AWARD, in accordance with the instructions detailed in **Section E – Instructions on Submitting**.

34.2 Tenderers are required to submit their Final Tender at this stage as the Employer does not anticipate any further negotiations. However, the Employer reserves the right to carry out a further round of negotiation meetings if it considers it to be necessary.

34.3 It is intended that when the Tenderers submit Final Tenders, the contracts will be in final form and not subject to further negotiation. Drafting comments that are not deemed material will not be accepted as part of a Final Tender or considered thereafter.

**35. Evaluation of Final Tender Submission**

35.1 Final Tender Submissions will be evaluated using the methodology detailed in Paragraph 59 - Tender Evaluation Overview. The successful Tenderer will be selected on the basis of the Tenderer providing the Most Economically Advantageous Tender in its Final Tender, using a Weighted Value for Money methodology with weightings of 60% Non-Cost: 40% Cost. The Employer reserves the right (at its sole discretion) to make any such appointment conditional.

35.2 The Employer reserves the right to conduct any necessary due diligence of Final Tenders before a successful tenderer is appointed and before Contract signature.

## **36. Appointment of Successful Tenderer**

36.1 Each Tenderer will be informed by notice in writing of any decision to award the Contract and such notice shall include the information prescribed in Regulation 33 (2) of the DSPCR 2011. Further information on announcements is available at paragraph 82.

## **37. Deselection of Successful Tenderer**

37.1 Following the appointment of a successful Tenderer, in the event that the successful Tenderer:

37.1.1 makes a material alteration to the Tender which formed the basis of its selection as successful Tenderer (whether as to the value or any other aspect of its Tender;

37.1.2 is in breach of any of the conditions set out in the tender documentation or ITN;

37.1.3 in the reasonable opinion of the Employer fails to make satisfactory progress towards signature of the Contract; or

37.1.4 in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Employer within a reasonable period, then the Employer shall be entitled to de-select the successful Tenderer and (at the absolute discretion of the Employer ) to exclude the successful Tenderer from any further participation in the Project or to introduce a further stage in the Project in which the successful Tenderer may or may not (at the absolute discretion of the Employer) be invited to participate. Under no circumstances will the Employer or any of its respective advisors be liable for any costs or expenses incurred by the successful Tenderer and/or any of its partners, suppliers, subcontractors or funders due to, or arising from, such de-selection or the introduction of a further stage in the Project.

## **38. Standstill Period**

38.1 The Employer is obliged to allow a minimum of ten (10) calendar days to elapse between the date of despatch of its Award Decision Notice (Standstill Letter) to Tenderers stating the name of the Tenderer to be awarded the Contract “the Winning Tenderer” in response to this ITN and the date on which the Employer proposes to enter into the Contract. This interval (“standstill”) is to give unsuccessful Tenderers an opportunity to make a legal challenge before such Contract is entered into if there has been, or it is alleged that there has been, a breach of the relevant Regulations. The standstill period ends at midnight at the end of the 10th day after the Standstill Letter is sent. Where this is not a working day, it extends to midnight of the next working day.

38.2 Further information is available at paragraph 81.

39. Contract Award

39.1 Once the Standstill Period has concluded in line with the dates in Table at para 20.1, the Employer will enter into the Contract with the successful Tenderer (i.e. the Contractor).

## **40. Tenderers’ Debrief**

40.1 A de-brief will be available on request as provided in regulation 33(7) of the DSPCR 2011 but may be given after the Contract has been awarded.

## **41. Withdrawal from Tendering**

41.1 If at any time a Tenderer decides not to submit an ITN response it should inform the Point of Contact listed in paragraph 10.3 in writing and return all ITN material relating to the Overseas Prime Contract – Cyprus Hard FM to the address at paragraph 10.3 and in accordance with paragraph 3.1.7.

41.2 Tenderers should confirm their withdrawal in writing, sent in a separate envelope bearing no external reference to ITN Reference Number or return date, addressed to the Employer’s address as stated in paragraph 10.3. This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.

## **42. Disposal of Unsuccessful Tenders**

42.1 Tenderers should note that it is the Employer’s intention to dispose of unsuccessful Tenderers’ proposals one year after the date of Contract award.

## **43. Mobilisation**

43.1 Upon Contract Award the Employer will enter into the Contract with the successful Tenderer (i.e. the Contractor). At this point, the mobilisation period will begin.

43.2 Mobilisation is defined as the period from date of Contract Award (CA) to In Service Date (ISD) and Transition is the period from ISD to Full Operating Capability (FOC). Full details around mobilisation are include in Booklet 3 Leaflet AL-19.

43.3 Tenderers must consider the detail of the Capability Readiness Assurance Document (CRADS) as outlined in Booklet 3 Leaflet AL-19.

44. In Service Date

44.1 The In-Service Date is expected to be 27 July 2023; however, this date may be subject to change.

# **Section C - Instructions on Preparing Tenders**

45. Tender Submission Instructions

45.1 In order to facilitate effective and efficient evaluation by the Employer, Tenderers must submit their Tenders electronically via AWARD to the Tender Board in accordance with the Tender Submission Instructions outlined in this ITN.

45.2 Tenderers shall ensure that they include all relevant information in their Tenders. The employer can only evaluate information provided.

45.3. Your Tender shall be written in English, using Arial font size 11. Pricing must be in accordance with Booklet 5 – Pricing Schedule Workbook requirements.

45.4 Tenderers can access DEFCONS and DEFFORMS referred to throughout this document on the Commercial Toolkit which can be accessed via [Knowledge in Defence](https://www.gov.uk/guidance/knowledge-in-defence-kid).

45.5 In order to minimise the clarification process, Tenderers are encouraged to seek clarification in respect of any areas of doubt before submission of the Tender.

45.6 No assumptions shall be included in the Tender proposals – representations for consideration of additional assumptions will NOT be accepted by the Employer after Tender submission.

45.7 Any and all exclusions must be clearly stated and explained.

46. Validity

46.1 Your Tender must be valid / open for acceptance for twenty-four (24) calendar months from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days. Further information on this Condition of Tendering can be found in Paragraph 75.

## **47. Variant Bids**

47.1 The Employer requires Tenderers to provide a Certificate of Acceptance of Conditions of Contract, other than amendments included in the Insurance Form.

47.2 The Employer cannot evaluate any Variant Bids during this competition.

## **48. Tender Submission Details**

48.1 The below table outlines the mandatory submission requirements for tenderers, excluding any administrative communications and other documentation required to meet the Conditions of Tendering for this ITN.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender Document** | **Submission Stages** | **Document Location** | **Paragraph Reference** |
| Completed Pricing Schedule Workbook | Tender | Booklet 5 | 49 |
| Supporting Information to Price | Tender | Booklet 5 | 49 |
| DEFFORM 47 - Offer | Tender | Booklet 6 and Booklet 1 Annex A | 50 |
| Returns Supporting DEFFORM 47 | Tender | Booklet 6 and Booklet 1 Annex B | 51 |
| Insurance Response | Tender | Booklet 6 and Booklet 1 Annex H | 52 |
| Certificate of Acceptance of all Conditions of Contract (excluding Insurance Response) and AWARD Compliancy Matrix | Tender | Booklet 6 and Booklet 1 Annex I | 53 |
| Certificate of Compliance for Booklet 3 | Tender | Booklet 6 and Booklet 1 Annex J | 54 |
| Technical Questions | Tender | Booklet 6 and Booklet 1 Annex D | 55 |
| HR / TUPE/ARD | Tender | Booklet 6 | 56 |
| Cyber Response | Tender | AWARD and via online tools | 57 |
| Parent Company Guarantee | Tender | Booklet 2 – Annex C | 58 |

## **49. Instructions** **for Pricing Schedule Workbook Submission**

49.1 Full instructions for completion of the pricing schedule workbook are contained within Booklet 5 - Pricing Schedule Workbook.

49.2 Cost will be evaluated in accordance with paragraph 67.

## **50. Instructions for DEFFORM 47 Offer (Signed)**

50.1 Tenderers will need to complete the DEFFORM 47 Offer form, located in Booklet 6. Detailed instructions for DEFFORM 47 are included in Booklet 6. Identical copies for information only are also contained in Annex A of this Booklet 1.

50.2 A Pass will be achieved if the Offer form is filled in and signed correctly and not qualified in any way. A Fail will be achieved if the Offer Form is not completed or signed or is otherwise qualified.

50.3 Where a Tenderer selects ‘Yes’ to any questions Tenderers must either provide a ‘Nil Return’ or complete and attach the relevant forms.Details of these are contained in the instructions for this form, which are available in both Annex B to this ITN, and in Booklet 6.

50.4 Tenderers must include the original signed DEFFORM 47 (Offer) of this ITN.

## **51. Instructions for Returns Supporting DEFFORM 47**

51.1 Tenderers may be required to complete additional forms and provide additional information as directed in DEFFORM 47 Offer form and instructions, located in Booklet 6 respectively. Key forms are provided in Booklet 6 (and Booklet 1). These include, but may not be limited to:

51.1.1 **Form 1686 Instructions:** 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 directly to the contact details outlined in Paragraph 10.3 and within your tender submissions.

51**.1.**2 **Tenderer’s Commercially Sensitive Information Instructions (DEFFORM 539A):** Tenderers should complete the Tenderer’s Commercially Sensitive Information form (DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

51**.**1**.**3 **DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement:** Tenderers will need to complete the attached DEFFORM 68 – Hazardous Articles, Deliverables materials or substances statement, where applicable.

## **52. Instructions for Insurance Response**

52.1 Tenderers are required to provide a response to Booklet 6.

52.2 The Insurance response will be evaluated by MOD specialist Insurance provider Willis Tower Watson, using the template provided.

52.3 The criteria for achieving a pass for this aspect of the Commercial evaluation are set out in Annex H.

## **53. Instructions for Certificate of Acceptance of all Conditions of Contract**

53.1 Tenderers are required to complete a Certificate Acceptance of all Conditions of Contract in Booklet 6 at Initial and Final Tender submission stage, apart from those outlined in the Insurance Response (Booklet 6).

53.2 Tenderers must indicate their “Acceptance” of Booklet 2 at Initial and Final Tender submission, through an electronic compliancy matrix on AWARD. Only clause rejections and comments that reflect the Employer’s scope for alteration in regard to Insurance Response (Booklet 6) will be considered as compliant.

53.3 Tenderers are required to print a copy of their AWARD acceptance for all clauses for their hard copy tender submissions, together with a hard copy of Conditions of Contract Certificate of Compliance (Booklet 6).

53.4 A Pass will be achieved if the Tenderer confirms that it accepts all Conditions of Contract in full without qualification (excluding those subject to the Insurance Response as outlined in paragraph 52.2). A Fail will be achieved if the Tenderer is unable to provide this confirmation.

## **54. Instructions for Booklet 3 Confirmation of Compliance**

54.1 You must Tender for all the Contractor Deliverables listed in Booklet 3 – Service Information. The Employer reserves the right to reject your Tender where you have not tendered for all of the Contractor Deliverables.

54.2 Tenderers will be required to provide a Booklet 3 - Confirmation of Compliance Certificate.

54.3 Tenderers are asked that when reviewing the Service Information any items or activities they believe the Employer has omitted in error are brought to the attention of the Employer as soon as reasonably practical. Any items identified will be investigated by the Employer and the Employer will determine whether an update to the Service information is required.

## **55. Instructions for Technical Questions**

55.1 Tenderers must respond to each of the questions in Booklet 6 by explaining, within the applicable page cap and in size 11, Arial font, how their solution would meet the requirement. If a Tenderer exceeds the page cap in any question response, the Employer will only evaluate up to the page cap and any additional pages will be disregarded.

55.2 Each Technical Question has an associated “Evaluator Guidance” narrative. This detail outlines the areas that the Employer would expect the Tenderer to address in their Tender Submission. The details contained within this section is an indicative summary and is not sub weighted.

55.3 The Tenderer’s responses against each of the Technical Questions should be set out in a separate Microsoft document that includes appropriate headings and page numbers.

55.4 All technical questions in Booklet 6 should be answered without reference to general marketing or promotional material. Tenderers are required to use the document naming convention described in Annex G for their AWARD tender submission.

55.5 Tenderers responses to Technical Questions set out in Booklet 6 will if accepted, form binding contractual obligations and form the contents of the Accepted Plan. Tenderers must note these deliverables will be at different stages of maturity at Contract Award and will be finalised in accordance with Module A of Booklet 3 – Service Information.

55.6 Tenderers are to provide responses and supporting information as detailed in the individual questions provided in Booklet 6 using the naming convention detailed in Booklet 1 Annex G and in Booklet 6. This information will form part of the Tenderers response and will be assessed as such. The following table details the deliverables and the link to the Modules in Booklet 3 – Service Information which provides the details of the various plans which will form Booklet 6.

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Related Question Number** | **Booklet 3 – Module Ref** |
| Contract Management Plan | Q3, Plan to be submitted as part of response to Question 3 | A – Leaflet AL-02 |
| Waste Management Plan | Q14 Plan to be submitted as part of response to question 14 | H – Leaflet HL-10 |
| Joint Relationship Management Plan | Q3 Plan to be submitted as part of response to Question 3 | A, Para 5.4 |
| Mobilisation Plan | Q10  Plan to be submitted as part of response to Question 10 | A – Leaflet AL -19 |
| Exit Management Plan | Q10  Plan to be submitted as part of response to Question 10 | A – Leaflet AL-020 |
| Booklet 3 – Confirmation of Compliance | Booklet 6 | N/A |

## **56. Instructions for HR/TUPE/ARD**

56.1Transfer 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 and /or the Acquired Rights Directive (ARD) 77/187/EC, as enacted into Cyprus legislation and amended from time to time, hereinafter referred to as TUPE. The Employer would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not the TUPE applies to this re- let and tender accordingly. Notwithstanding this, you will wish to note that it is the Employer's view that TUPE is likely to be applicable if this tender exercise results in a Contract being placed, although the Employer shall not be liable for the opinion expressed above. In these circumstances the Employer will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

56.2 TUPE INFORMATION PROVIDED FOR TENDERING PURPOSES

56.2.1 TUPE/ARD information in respect of the current employees is provided in the Virtual Data Room (VDR), reference Booklet 4A-Folder 8: Parts 1-3. 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.

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

56.3. STAFF TRANSFER PROPOSALS

56.3.1 Tenderers are required to submit a Staff Transfer Proposal as part of their tender submission, which will be evaluated against Question 19 relating to Staff transfers. Staff Transfer Proposal must address the following areas:

56.4 HR Transition Deliverables

56.4.1The Employer will assess whether the Tenderer has a cohesive plan to address the key HR transition deliverables specifically relating to the transferring activities and workforce:

56.5 The Tenderer must describe:

a) the HR activity that will be undertaken to enable delivery of contract deliverables;

b) describe how the HR activities (including the TUPE/ARD transfer and mobilisation) will be managed;

c) the timing of the HR activities in the context of the Transition Phase; and

d) how the people skills and knowledge requirements will be managed where activities are transferred but there is no, or insufficient corresponding staff transfer under the Transfer Regulations.

56.6 Tenderers should describe how they will meet any additional people resource requirements for the Service Delivery Workforce during the transition phase including any recruitment plans. Provide details of where the tenderer considers significant recruitment will be necessary; include locations, functions and how the recruitment will be undertaken.

56.7 Tenderers should outline how they plan to induct Transferring Employees and any new employees into its organisation and to induct all staff including existing employees into the service delivery model during the HR transition period. The response should describe the Tenderer’s proposals for engaging and communicating with new, transferring and existing staff on the impact on them individually and collectively in establishing the service delivery model and their role in the delivery of the service.

56.8 Redundancy Management

56.8.1 Whether arising directly as a result of the transfer, or unrelated to the transfer itself, Tenderers are required to follow fair and reasonable procedures in managing staff surplus and redundancy situations. The Employer will assess whether the Tenderer has appropriate procedures that would be followed for the management of surplus staff and redundancies for employees of current providers of the services.

56.8.2 Tenderers must identify any planned redundancy dismissals of employees on Economical, Technical or Organisational grounds to be implemented immediately or within the first 12 months post the Relevant Transfer Date including identifying:

a. The timing/phasing of any anticipated redundancies;

b. The reason for the redundancies;

c. The number of redundancies;

d. The location of the staff affected;

e. The roles of the staff affected;

f. The composition of ‘at risk’ grouping of staff, e.g. transferring Employer Employees, transferring current provider employees, existing employees; and

g. How the dismissals will be decided upon, implemented and managed including detailing the proposed selection criteria.

56.8.3 Tenderers must identify any planned redundancy dismissals of employees to be implemented during the period from 12 months after the Relevant Transfer Date to expiry of the Contract, including identifying:

a. The timing/phasing of any anticipated redundancies;

b. The reason for the redundancies;

c. The number of redundancies;

d. The location of the staff affected;

e. The roles of the staff affected;

f. The composition of ‘at risk’ grouping of staff, e.g. transferring Employer Employees, transferring current provider employees, existing employees; and

g. How the dismissals will be decided upon, implemented and managed including detailing the proposed selection criteria.

56.8.4 Tenderers must explain how they will meet legal and policy obligations when managing and administering the redundancies detailed above, ensuring it is a fair and reasonable process.

56.9 HR Sustainability

56.9.1 The Employer will assess that the Tenderer will maintain sufficient skilled staff.

56.9.2 The Tenderer must provide details of the strategies and plans, which must be relevant to the service deliverable requirement. The Tenderer has to ensure that the service delivery solution they have proposed can be maintained during the term of the Contract. Details should include, but not limited to, the recruitment, retention, and re-skilling of the workforce during the term of the Contract.

56.10 Pensions

56.10.1 Tenderers must provide details as to how they will comply with staff transfer regulations relating to the provision of pension schemes. This should include details of pension schemes that will be available to transferees, including alternative schemes to be offered where it is your view that the existing scheme will not transfer, demonstrating it is broadly comparable where this is required.

56.10.2 Tenderers shall comply with their employment, pensions and associated obligations set out in Booklet 2 Annex G (*Transfer Regulations*) and Clauses 91.

## **57. Instructions for Cyber Risk Assessment**

57.1 As outlined in Paragraph 14.1 – Cyber Risk Assessment, Cyber Assurance is a Pass/Fail criteria. If a Contractor or Sub-contractor fail these criteria they will be deemed as Non-Compliant and their Tender will be eliminated from any final Technical or Commercial consideration.

57.2 The Contractor and all sub-contractors are to have completed the ‘Cyber Supplier Assurance Questionnaire using access code **RAR-TUGE34A8** at the link given at paragraph 14.4*,* by the initial tender return date **15 October 2021.** The Employer will not accept Tenders that have not completed the process.

57.3This is the link to the ‘Cyber Supplier Assurance’ compliance questionnaire online tool: [www.gov.uk/government/collections/defence-cyber-protection-partnership](https://protect-eu.mimecast.com/s/cJX9Cr0gQuDOn36h7ZO-F?domain=gov.uk) or  [https://suppliercyberprotection.service.xgov.uk](https://protect-eu.mimecast.com/s/rLctCvgmXcyZL04SX4OpJ?domain=suppliercyberprotection.service.xgov.uk) (\* Interim process already notified)

## **58. Instructions for Parent Company Guarantee (PCG)**

58.1 Before accepting a Tender, the Employer will require a PCG of due performance is furnished substantially in the terms set out at Booklet 2 Clause 19 and Booklet 2 Annex C and is signed by a guarantor acceptable to the Employer. If a Tenderer’s parent company is not a company registered in England and Wales, the Tenderer shall provide to the Employer an opinion by an independent and qualified legal advisor within the jurisdiction in which the parent company is registered, confirming that:

58.1.1 the parent company has the necessary corporate capacity to enter into the PCG;

58.1.2 that the signatory is authorised to sign the PCG and to bind the parent company thereto without the requirement for additional signatories or witness; and

58.1.3 the execution clause set out in the PCG is appropriate to ensure that the execution of the PCG is legally binding on the parent company.

58.2 The jurisdiction provisions in the Contract and the arrangements for the provision of a Parent Company Guarantee (including the requirement for any legal opinion to support the entry into and enforceability of the Contract and/or the Parent Company Guarantee) is subject to review in the context of the domicile of the appointed Contractor and its Parent.

# **Section D – Tender Evaluation**

This section details the evaluation process and the evaluation method.

## **59. Tender Evaluation Overview**

59.1 The Employer will conduct evaluations after Initial Tender Submission and at Final Tender Submission. A detailed description of each step is provided.

59.2 The Employer may also seek additional information from the Tenderer if any part of their ITN response cannot be evaluated adequately because it contains apparent errors, or its meaning and intent is unclear.

59.3 At Initial Tender Evaluation, Tenderers must provide a complete Tender response, and an Insurance Response (Booklet 6) to be invited to Stage 3 - Negotiations Phase.

59.4 For the avoidance of doubt, Tenderers who do not supply a complete Tender Response (Booklet 6) and Insurance Response (Booklet 6) will not be invited to Stage 3 -Negotiations Phase.

59.5 Tenderers must provide a complete and fully compliant Tender response including a completed Booklet 2 - Acceptance of all Conditions of contract form. The Employer will only re-evaluate those documents/parts of the Final Tender which have been amended since submission of the Initial Tender. The Employer will not re-evaluate any documents or parts of the Tender which have not been changed.

59.6 The Employer will undertake a Most Economically Advantageous Tender evaluation using the Weighted Value for Money methodology, as outlined in paragraph 68.

59.7 As noted in paragraph 30, **Tender** Evaluation, the approved weightings for OPC – Cyprus Hard FM to be applied in the MEAT evaluation are:

59.7.1 60% Non-Cost

59.7.2 40% Cost

## **60. Tender Evaluation Process-Stage 1**

| **INITIAL TENDER EVALUATION - STAGE 1** | | | |
| --- | --- | --- | --- |
| **STEP** | **SUBMISSION** | **ACTION** | **EVALUATION** |
| **Step 1** | DEFFORM 47 | Complete | Form Complete Y/N |
|  | A compliance check that the Tenderer has completed the Booklet 6 - Annex A (DEFFORM 47) and has submitted an electronic copy on AWARD. | | |
| **Step 2** | Mandatory Returns | Complete | Form Complete Y/N |
|  | A compliance check of all supporting information relating to Mandatory Declarations on the Booklet 6 – Annex A (DEFFORM 47) have been provided and all additional Mandatory returns requested have been provided. | | |
| **Step 3** | TUPE/HR – Response to Questions Booklet 6 | Complete | Acceptable Y/N |
|  | Compliance check that the Tenderers response is acceptable for all TUPE/HR/ARD requirements. | | |
| **Step 4** | Booklet 2 - Conditions of Contract Acceptance | Complete | Acceptable Y/N |
| **Step 5** | Insurance – Response to Booklet 6 | Complete | Form Complete Y/N |
|  | Compliance check that the Tenderers response is acceptable for Insurance question. | | |
| **Step 6** | CAAS Evaluation | Check circumstances unchanged | Confirmation |
|  | A compliance check by Cost Assurance and Analysis Services (CAAS) that the financial status of the Tenderer remains unchanged, from PQQ submission. Tenderers are required submit any updated financial information since the PQQ submission for re-evaluation. | | |
| **Step 7** | Assessment of Booklet 5 – Price Information | Complete | Form Complete Y/N |
|  | An assessment of Booklet 5 – Pricing Schedule Workbook, is complete. Supporting Information to Price provides sufficient detail and is acceptable. | | |
| **Step 8** | Booklet 3 – Service Information – Confirmation of Compliance Certificate | Complete | Form Complete Y/N |
|  | Compliance check that the Confirmation of Compliance Certificate at Booklet 6 has been completed and submitted. | | |
| **Step 9** | Check of responses to Pass / Fail Compliance Returns (Booklet 6) | Compliance Returns with a Pass / Fail Criteria | Compliant Y/N |
| **Step 10** | Evaluation of responses to Technical Questions (Booklet 6) | Score Achieved for each question. | Scored as described in paragraphs 71.5- 71.6 |
|  | Technical Questions evaluated as described in paragraphs 71.5- 71.6 and technical score awarded for each question. | | |
| **Step 11** | At this point, all complete Tenders will be invited to Stage 2 – Negotiations Phase. | | |

**61. Negotiations - Stage 2**

| **COMPLETE TENDERERS INVITED TO NEGOTIATION- STAGE 2** |
| --- |
| Negotiations will commence with the all Tenderers following the submission of the Initial Tenders.  The negotiation phase is to enable tenderers to submit the best possible final tender return. |

## **62. Final Tender Evaluation – STAGE 3**

|  |
| --- |
| **POST NEGOTIATIONS TENDERERS INVITED TO FINAL TENDER SUBMISSION**  **FINAL TENDER SUBMISSION** |

**INAL TENDER SUBMISSION**

| **FINAL TENDER EVALUATION – STAGE 3** | | | |
| --- | --- | --- | --- |
| **STEP** | **SUBMISSION** | **ACTION** | **EVALUATION** |
| **Step 1** | Booklet 2 - Certificate of Acceptance of all Conditions of Contract (excluding Insurance Forms) | Accepted or Rejected | Compliant Y/N  Pass/Fail |
| **Step 2** | Submission Summary -detailing documents that have been replaced, amended or remain unchanged. | Check that a Submission Summary has been provided and is accurate. | Complete Y/N |
| **Step 3** | DEFFORM 47 | A check that the Tenderer has completed the DEFFORM 47 and has provided a signed original on AWARD. | Complete Y/N  Pass/Fail |
| **Step 4** | Mandatory Returns | A check of all supporting information relating to Mandatory Declarations on the DEFFORM 47 have been provided and all additional Mandatory returns requested have been provided. | Complete Y/N  Pass/Fail |
| **Step 5** | DEFFORMS:  528/539A/68 | A check that these DEFFORMS have been provided. | Complete and Returned  Pass/Fail |
| **Step 6** | TUPE/ARD/Staff Transfer – Response to Question 19 | Check that the Tenderers response is acceptable for all TUPE/ARD/Staff Transfers requirements. | Complete and Acceptable Y/N |
| **Step 7** | Insurance – Annex H | Check that the Tenderers response is acceptable for Insurance question. | Form Complete and Acceptable Y/N  Pass/Fail |
| **Step 8** | CAAS Evaluation | A compliance check by Cost Assurance and Analysis Services (CAAS) that the financial status of the Tenderers remains acceptable, posing no risk to delivery or the Employer. | Confirmation |
| **Step 9** | Booklet 5 – Price Information | An assessment of Booklet 5 – Price Information, is complete and the Tenderer’s Contract Price is in accordance with the affordability criteria detailed at Booklet 5 - Pricing Schedule Workbook. Supporting Information to Price provides sufficient detail and is acceptable. | Complete Y/N  Pass/Fail |
| **Step 10** | Booklet 3 – Service Information – Confirmation of Compliance Certificate | Compliance check that the Confirmation of Compliance Certificate at Annex J has been completed and submitted. | Form complete Y/N  Pass/Fail |
| **Step 11** | Evaluation of responses to Technical Questions | Technical Questions evaluated as described in section 69 and technical score awarded for each question. | See Annex D |
| **Step 12** | **Most Economically Advantageous Tender (MEAT) Calculation** | | |
|  | Calculation of most economically advantageous tender on all Technically Compliant Tenderers as described in paragraphs 69-70. | | |

## **63. Employer’s Evaluation Team**

63.1 Tenderer responses will be evaluated by the Employer Evaluation Team. Technical and Commercial Evaluators are Subject Matter Experts (SMEs) and have been selected for their knowledge and expertise in the specific topics which are being evaluated. The evaluators have been drawn from the Employer’s internal resources and external consultants used are detailed in paragraph 12.1.

63.2 All evaluators will have received evaluation training and guidance prior to being cleared for evaluation duties. The procurement team will ensure that only trained evaluators have access to the respective questions in the evaluation space AWARD.

## **64. Commercially Compliant Tenders**

64.1 To assess if a Tender is Commercially Complaint, a Commercial evaluation will take place to ensure bids are compliant with the ITN Documentation.

64.2 As highlighted in Paragraph 15, the Tender Price Ceiling for OPC – Cyprus Hard FM is The Employer reserves the right to disqualify any Tenderer who does not submit a commercially compliant bid within the parameters of the Tender Price Ceiling.

64.3 The Employer will score the Commercial elements of the Tenderers’ responses as either Pass or Fail as detailed in the table below.

64.4 Any Tenderer who scores a Fail in any of the Commercial Elements listed in the table below at Final Tender Evaluation shall be deemed non-compliant and will not be evaluated further.

|  |  |  |
| --- | --- | --- |
| **Commercial Element** | **Compliance Evaluation** | |
| DEFFORM 47 Offer (Signed)  Booklet 6 | Pass/Fail | Tenderers will need to complete the DEFFORM 47 Offer form.  A Pass will be achieved if the Offer form is filled in and signed correctly and not qualified in any way.  The Tenderer will Fail if the Offer Form is not completed or signed or is otherwise qualified. |
| Insurance Reponses  Booklet 6 | Pass/Fail | The Insurance response will be evaluated by MOD specialist Insurance provider Willis Tower Watson.  The criteria for achieving a Pass or Fail for this aspect of the Commercial evaluation are set out in Booklet 1 Annex H |
| Booklet 2- Conditions of Contract  Booklet 6 | Pass/Fail | A Pass will be achieved if the Tenderer confirms that it accepts all Conditions of Contract in full without qualification (excluding Insurance responses which are evaluated as set out above).  The Tenderer will Fail if the Tenderer is unable to provide this confirmation at Final tender Stage. |
| Booklet 3 - Service Information - Certificate of Compliance  Booklet 6 | Pass/Fail | A pass will be achieved if the Tenderer confirms that it has read and understands the requirement set out in Booklet 3 - Service Information  The Tenderer will fail if the Certificate of Compliance form is not completed and signed. |
| Pricing Schedule Workbook Submission (Booklet 5) | Pass/Fail | A Pass will be achieved if the Tenderer provides a completed Pricing Schedule Workbook submission in accordance with the pricing instructions.  The Tenderer will Fail if they do not provide a completed Pricing Book Submission in accordance with the pricing instructions. |
|  |  |  |
| Cyber | Pass/Fail | A Pass will be achieved if the Tenderer provides the completed ‘Cyber Supplier Assurance’ compliance questionnaire.  The Tenderer will Fail if the Tenderer does not provide the completed forms. |

## **65. Technically Compliant Tender**

65.1 All Tenders must first be considered Commercially Compliant before they are taken forward to be evaluated.

65.2 Tenders are considered Technically Complaint Tenders (TCT) when they have:

65.2.1 Been deemed Commercially Compliant by returning acceptable Commercial Documentation as described in paragraph 64 above.

65.2.2 Submitted responses to all Technical Questions in Booklet 6.

65.3 Tenders are considered Technically non-complaint when they have:

65.3.1 Not responded to all Technical Questions in Booklet 6 outlined below in Table 2, Technical Questions Weightings.

65.3.2 Failed to meet the evaluation scoring requirements outlined in para 67.3

## **66. Most Economically Advantageous Tender (MEAT)**

66.1 All Tenders that are Commercially Compliant and considered TCT are then evaluated using the MEAT methodology as published in the advertisement in the OJEU and Defence Contracts Online and in accordance with Regulation 31 (1)(a) of the Regulations using the Competitive Negotiated Procedure.

66.2 The approved weightings for OPC – Cyprus Hard FM to be applied in the MEAT evaluation are:

66**.**2**.**1 **60% Non-Cost**

66**.**2**.**2 **40% Cost**

66.3 In adopting the Weighted Value for Money (WVfM) MEAT Evaluation methodology, this is required to be broken down into **Non-Cost** and **Cost elements**:

66.3.1 **Non**-**Cost** (**60**%): evaluated by reference to:

66.3.1.1 **Technical** – the elements and approach to the technical evaluation are provided in paragraph 60.

66.3.2 **Cost** (40%) - evaluated by reference to Pricing Schedule Workbook instructions provided in Booklet 5.

## **67. Non-Cost Evaluation**

67.1 Responses to the Technical Questions will be Scored in line with the Guidance in Table 1: Technical Questions Scoring Criteria at paragraph 68.5

67.2 For the avoidance of doubt, Tenderers who are deemed Technically Non- Compliant at Initial Bid Submission will not be taken forward to the Negotiation Phase so that they are given the opportunity to revise their bid.

67.3 Weighted Questions: the scoring guide in Table 1 below will apply, where the LAS in each question is a score of two (2) to achieve compliance. Tenderers must achieve a minimum overall technical score of 200 out of a possible 500.

67.3.1 Tenderers will be deemed non-compliant if ANY of the following arise;

* Tenderers score two (2) or less on three or more of the weighted technical questions at final tender stage
* Tenderers do not achieve the minimum technical score of 200/500 at final tender stage

67.4 Tenderers will be provided with a summary overview of their scores following the evaluation of their Technical Questions submitted as part of their Initial Tender Response. Tenderers will be given the opportunity to re-submit any of the Technical Questions. Any bids received following the Final tender submission that are deemed non-compliant will cease participation in this procurement process.

67**.5 Table 1: Technical Questions Scoring Criteria**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

67.6 A table summarising the Weighting and assessment for each question is provided in Table 2: Technical Questions Weighting (below) and explains to the Tenderer the methodology that the Employer will use to determine the final weighted technical score for each response. There are no sub weightings applied to each of the individual questions.

67.7 **Table** **2**: **Technical** **Questions** **Weighting**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Question** | **Evaluation** | **Weighting** |
| Q: 1 | BIM | Scored | 3% |
| Q: 2 | Information Management and System Data Management | Scored | 5% |
| Q: 3 | Service Delivery and Innovation | Scored | 7% |
| Q: 4 | Organisation including Security | Scored | 5% |
| Q: 5 | Social Value | Scored | 5% |
| Q: 6 | Cost Management | Scored | 5% |
| Q: 7 | Sustainability Development and Environmental Management | Scored | 5% |
| Q: 8 | Quality Management, End User and Occupant Satisfaction, Performance Management Indicators | Scored | 7% |
| Q: 9 | Change Management Process and Changes to Affected Property | Scored | 5% |
| Q: 10 | Mobilisation & Exit Strategy | Scored | 5% |
| Q: 11 | Statutory and Mandatory Inspection Testing and Compliance incl Maintenance Services | Scoring | 10% |
| Q: 12 | Operation of Potable and Non-potable Water Treatment, Wastewater Treatment, Swimming Pools and Sullage; Establish and operate a Utilities Management Bureau. | Scored | 8% |
| Q: 13 | Management of Logistics, Stores and Government Furnished Equipment | Scored | 2% |
| Q: 14 | Waste Management Service | Scored | 2% |
| Q: 15 | Marine Services | Scored | 2% |
| Q: 16 | Fuels Services | Scored | 6% |
| Q: 17 | Operations | Scored | 5% |
| Q: 18 | Health and Safety | Scored | 10% |
| Q: 19 | HR/TUPE/ARD | Scored | 3% |
|  |  |  |  |
|  |  |  |  |

67.8 An individual weighted score is calculated for each question by multiplying the question weighting by the appropriate score allocated to the Tenderer for that question. A total weighted score is then calculated by adding together the individual weighted scores for each Tenderer.

## **68. MEAT Evaluation: Weighted Value for Money (WVfM)**

68.1 As outlined in Paragraph 59.6 the approved weightings for OPC –Cyprus HFM is 60/40 in terms of the Non-Cost/ Cost split adopting the WVfM MEAT Evaluation methodology.

68.2 On completion of the above, the Employer will now have established weightings of the Non-Cost sub-envelopes and the Cost envelope.

68.3 The Cost will have been determined in line with Booklet 5 – Pricing Instructions, and for the purposes of the evaluation this will consist of a Whole Life Cost for 10 (ten) years drawn from the Grand Total on the “Cyprus CPI Indexed Summary” of Booklet 5.

68.4 The Employer will use the following calculation to determine the Tenderer’s MEAT WVfM score.

Where:

* Non-Cost Score is represented by 0-100, reflecting the percentage score \* 100
* Cost is represented by a € /£ value.
* wQ = weighting of non-cost criteria
* wC = weighting applied to cost

The WVfM index represents the number of “weighted non-cost points” per € Euro

68.5 Following calculation of the Non-Cost Score, this is input to the WVfM formulae, and can be illustrated as follows:

68.6 A working example would therefore be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tender | Non-cost score | Cost € | Weighted VFM Index | Rank |
| A | 62 60/40= 488.2 | 20 | 24.41 | 3 |
| B | 85 60/40 = 783.7 | 24 | 32.65 | 2 |
| C | 100 60/40 = 1000 | 29 | 34.48 | 1 |

68.7 The higher weighting applied to the non-cost score results in in Tender C being the highest-ranking tender in this case.

68.8 The Summary sheet in the Pricing Schedule will be in both in Euros and Sterling (GBP). This will be done by using an indicative exchange rate provided by the Employer only. The contract will be evaluated, awarded, priced, and managed in Euros only.

**Section E – Instructions on Submitting**

## **69. Initial Tender Submission**

69.1 The Initial Tender Submission must be sent electronically via the AWARD® Virtual Tender Board by 10 a.m. on 15 October 2021 as per process highlighted in para 72 below.

69.2 All technical questions in Booklet 6 should be answered without reference to general marketing or promotional material. Tenderers are required to use the document naming convention described in Booklet 6, also highlighted in this Booklet 1 Annex G, for their AWARD tender submission.

69.3 Tenderers must note that failure to supply the required information, or the required format, may result in the Tender being rejected.

**70. Final Tender Submission**

70.1 Following the negotiation phase, the Employer will issue Final Tender Submission Instructions.

70.2 When submitting their Final Tenders, Tenderers should follow the submission instructions for Tender Submission at paragraph 72 for Booklets 5 and 6.

70.3 Tenderers are required to provide a Tender submission summary detailing all changes to their responses from Initial Tender submission as a result of the negotiations. Tenderers should indicate which documents have been replaced, amended or remain unchanged. Where a document is amended, all amendments must be highlighted in yellow.

70.4 The Employer will only re-evaluate those documents/parts of the Final Tender which have been amended since submission of the Initial Tender and as a result of the negotiation meetings. The Employer will not re-evaluate any documents or parts of the Tender which have not been changed.

## **71. Tender Submission Documentation**

71.1 The below table outlines the Tender submission requirements, excluding those required for administrative purposes or responses required in order to fulfil **Section F – Conditions of Tendering**.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender Document** | **Submission Stages** | **Document Location** | **Paragraph Reference** |
| Completed Pricing Schedule Workbook | Tender | Booklet 5 | 49 |
| Supporting Information to Price | Tender | Booklet 5 | 49 |
| DEFFORM 47 - Offer | Tender | Booklet 6 and Booklet 1 Annex A | 50 |
| Returns Supporting DEFFORM 47 | Tender | Booklet 6 and Booklet 1 Annex B | 51 |
| Insurance Response | Tender | Booklet 6 and Booklet 1 Annex H | 52 |
| Booklet 2- Certificate of Acceptance of all Conditions of Contract (excluding Insurance Forms) and AWARD Compliancy Matrix | Tender | Booklet 6 and Booklet 1 Annex I | 53 |
| Certificate of Compliance for Booklet 3 | Tender | Booklet 6 and Booklet 1 Annex J | 54 |
| Technical Questions | Tender | Booklet 6 and Booklet 1 Annex D | 55 |
| HR / TUPE/ARD | Tender | Booklet 6 | 56 |
| Cyber Responses | Tender | AWARD and via online tools | 57 |
| Parent Company Guarantee | Tender | Booklet 2 -Annex C | 58 |

## **72. Submission of your Tender**

72.1 Your Initial Tender must be submitted electronically via the AWARD® Virtual Tender Board by 10.00 a.m. on 15 October 2021.   Hard copy, paper or delivered digital tenders (e.g. DVD) are no longer required and will not be accepted by the Employer.

72.2 You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to AWARD® with your Tender as a PDF.

72.3 Tenderers will receive AWARD® login details no later than 5 working days before the tender submission date.  Once logged into the AWARD® service, uploading and submission instructions will be readily available.  Login details will be sent via two separate automatically generated emails.  Tenderers should ensure their local mail application settings allow receipt of computer-generated emails.

72.4 AWARD® is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded.

72.5 If you intend to upload any ITAR or Export Controlled information as part of your tender, you must notify the Commercial Officer before you upload your tender to AWARD.

72.6 If you have any difficulty accessing the AWARD® service or if you have any questions with regards to the tendering exercise itself, please contact: [DIOComrcl- OPC@mod.gov.uk](mailto:DIOComrcl-OPC@mod.gov.uk)

72.7 Tenderers correspondence connected with their Tender which requires attention before the due date should follow the Clarification Process in paragraph 26.

72.8 Tenderers will be notified of the Employer’s decision as early as possible.

72.9 If the Tenderer fails to submit the required information or to make a satisfactory response to any question within the specified timescale, the Employer reserves the right to exclude the Tenderer from the procurement process.

## **73. Samples**

73.1 Samples are not required.

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# **Section F – Conditions of Tendering**

## **74. Conditions of Tendering**

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

74.1.1 seek clarification or additional documents in respect of a Tenderer’s submission;

74.1.2 disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITN;

74.1.3 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;

74.1.4 re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;

74.1.5 withdraw this ITN at any time, or re-invite Tenders on the same or any alternative basis;

74.1.6 re-issue this ITN 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 the Single Source Contract Regulations 2014;

74.1.7 choose not to award any contract as a result of the current procurement process;

74.1.8 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:

74.1.9 ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

74.2 The contract will be entered into when the Employer sends written notification of its entry into the contract, via a 159 DEFFORM. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph 20 and subject to paragraph 74.

74.3 It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in paragraph 45. This period starts on the day the Employer announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITN that you hold your Tender open for acceptance during this period, and up to fourteen (14) working days after the result of the legal proceedings. In the event of such legal challenge, the Employer agrees to use all reasonable measures to accelerate proceedings.

## **75. Conforming to the Law**

75.1 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.

75.2 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 Employer or any criminal liability that your conduct may attract.

## **76. Bid Rigging and Other Illegal Practices**

76.1 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. 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)

## **77. Conflicts of Interest**

77.1 You must notify the Employer immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.

77.2 Where there is an existing or potential Conflict of Interest (COI) you must include proposed Compliance Regime in your Tender. As a minimum this must include:

77.2.1 manner of operation and management;

77.2.2 roles and responsibilities;

77.2.3 standards for integrity and fair dealing;

77.2.4 levels of access to and protection of competitors’ sensitive information and Government Furnished Information;

77.2.5 confidentiality / non-disclosure agreements (e.g. DEFFORM 702);

77.2.6 the Employer’s rights of audit; and

77.2.7 physical and managerial separation.

77.3 Tenderers have also signed and returned the OPC Ethical Walls Agreement (EWA) which was sent to all Tenderers via email on the 5TH. February 2021. This agreement stipulates that all Tenderers will take all appropriate and reasonable steps to ensure that Tenderers are not in a position where there is a potential conflict between the pecuniary or personal interests of the Tenderers taking part in this procurement process. By signing this agreement, Tenderers also acknowledged that a COI may emerge where Tenderers are in the process of/or within the last three (3) years have delivered similar services to the Employer and that they are obliged to promptly establish the necessary actions to eliminate any COI relating to this before it occurs.

77.4 The Employer reserves the right, at its absolute discretion, to reject any Compliance Regime which does not, in the Employer’s opinion, meet the needs of the Employer’s requirements.

77.5 Should the Tender be successful the proposed Compliance Regime will become part of the Contract and will be legally binding.

## **78. Material Change of Control from Supplier Selection Instructions**

78.1 As outlined in Paragraph 5, you must inform the Employer 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.

## **79. Government Furnished Assets**

79.1 Where the Employer 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.

## **80. Standstill Period**

80.1 The Employer is obliged 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.

## **81. Publicity Announcement**

81.1 The Employer 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 instructions in Booklet 6. DEFFORM 539A itself is included in Booklet 6.

81.2 Tenderers are advised that the Employer may wish to make a public announcement concerning the award of the Contract. The announcement will include information on any subcontracts placed down the supply chain. To this end, unless there are specific objections for doing so, Tenderers are requested to provide details of such subcontracts on DEFFORM 47 Booklet 6.

81.3 Any Tenderer who wishes to make a similar announcement, either coincidental or subsequent to the Employer’s announcement, should contact the Point of Contact named in paragraph 10.3. The content of any announcement a successful Tenderer may wish to make must be cleared in advance by the OPC Cyprus Hard FM Project team and Employer’s Security branch responsible for clearance of publicity material for open publication.

81.4 Under no circumstances should you confirm to any Third Party the Employer’s acceptance of an offer of Contract prior to either informing the Employer of your acceptance or the Employer’s announcement of the award of Contract, whichever occurs first.

81.5 Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any Contract has been entered into) any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this negotiation process or the supply of the products and services specified other than with the prior written consent of the Point of Contact named above. In this paragraph the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

## **82. Sensitive Information**

82.1 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.

82.2 For these purposes, the Employer 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 Employer during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (contained within Booklet 6) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.

82.3 The Employer 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 ITN to any Third Party engaged by the Employer for the specific purpose of evaluating or assisting the Employer in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

## **83. Reportable Requirements**

83.1 Listed in the DEFFORM 47 (Offer) – Booklet 6 are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed and, where you select yes, you attach the relevant information.

83.2 Failure to complete this part of the Annex in full makes your Tender non- compliant.

83.3 Additional information provided in response to Booklet 6 may be used to support the Employer’s evaluation of your tender, as detailed in paragraph 6.

83.4 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.

## **84. Specific Conditions of Tendering**

84.1 The Employer requires option pricing for possible extension years 1, 2 and 3 as and the Fuels Service option as detailed in para 17.2 to be included in Booklet 5 – Pricing Schedule Workbook.

# **Annex A - DEFFORM 47 - FOR INFORMATION ONLY**

An identical copy is contained in Booklet 6.

Ministry of Defence

Tender Ref No. …..........................

Tender Submission Document (Offer)

**To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called “the Employer”)**

The undersigned Tenderer, having read the ITN 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 Employer 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 Booklet 6): | | | | **Tenderer’s Declaration** | | |
| Is the offer subject to the Employer 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 Employer funding? | | | | Yes\* / No | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528 | | | | Yes\* / No | | |
| Have you obtained foreign export approval necessary to secure IP user rights for the Employer 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 Sized 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 Employer 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 Booklet 6. | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| 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:   1. the offered price has not been divulged to any Third Party, 2. no arrangement has been made with any Third Party that they should refrain from tendering, 3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion, 4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and 5. no arrangement has been made with any Third Party otherwise to limit genuine competition.   We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Employer will be referred to the Competition and Markets Employer for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Employer may share the Contractor’s information / documentation (submitted to the Employer 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. | | | | | | |
| **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)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer's Name) | | **Postal Address:**  **Telephone No:**  **Registered Company Number:** | | | | |

# **Annex B – Additional Information for DEFFORM 47 Annex A: Information on Mandatory Declarations – FOR INFORMATION ONLY**

An identical copy is contained in Booklet 6.

Part Tender

1. Under Condition of Tendering, the Employer reserves the right to order some or part of your Tender. If your offer is subject to the Employer 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 Employer 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 Employer funding).

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

1. any restriction on the provision of information to the Employer; any restriction on disclosure or the use of information by the Employer; 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;
2. 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 Employer of any Contractor Deliverables;
3. 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;
4. any action you need to take or the Employer 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 Employer details of every restriction and obligation referred to in paragraph 4. The Employer 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 Employer and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Employer 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 Employer 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 Commercial Team 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 Employer to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Employer shall then convey its decision to the Tenderer. If the Employer 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 & Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. [Form 1686](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf) (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](https://www.gov.uk/government/publications/security-policy-framework) located in Booklet 4 – Virtual Data Room [confirm]

Small and Medium Enterprises

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

1. 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 Employer and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk/).
2. Suppliers are also encouraged to work with the Employer to support the Employer’s SME initiative. Information on the Employer’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement).
3. 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](https://www.contracts.mod.uk/feed/)

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

1. 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 [(](https://www.gov.uk/government/government-efficiency-transparency-and-accountability)Government Transparency and Accountability) and the information contained within DEFCON 539
2. Before publishing the contract, the Employer 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”).
3. You should complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
4. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with theEmployer. 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 Employer decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

1. Tenderers must note that use of the [Contracting, Purchasing and Finance (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) 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

1. If you have not previously submitted a Statement 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

1. The Employer 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 Employer (MAA) Requirements

28. In July 2011 the Military Aviation Employer (MAA) launched a new set of Regulatory

Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

**Bank or Parent Company Guarantee**

29. A Parent Company Guarantee is required. Please see Paragraph 58 of this Booklet 1.

The Armed Forces Covenant

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

31. The Covenant is based on two principles:

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

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

32. [The Armed Forces Covenant](https://www.gov.uk/defence-and-armed-forces/armed-forces-covenant) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

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](mailto:covenant-mailbox@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 Employer 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 Employer very much hopes you will want to provide your support.

**Annex C – Competitive Negotiated Procurement Process Diagram**

ITN Issued

Tenderers Slide packs issued

Site Visits

AWARD closes for Tenderer Clarification

Initial Tender Submission

Evaluation & Clarification

AWARD closes for Initial Tender Electronic Submission

Negotiation Phase

& Employer Consolidation of Negotiation

AWARD opens for 1st Tender Submission & Tenderer Clarification

AWARD opens for Negotiation Phase

Final Tender Issued

AWARD closes for Final Tender Electronic Submission

Final Tender Submission

Evaluation & Clarification

End

AWARD closes for Employer Response to Clarifications

Internal Approvals

Standstill & Debriefs

Contract Award

In Service Date

End

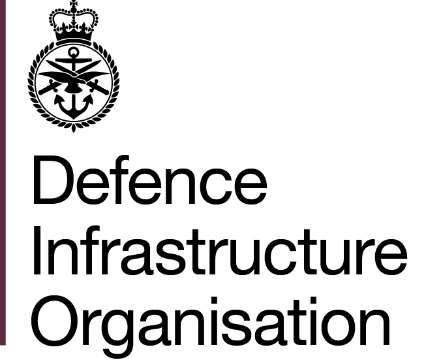
**AWARD Submission & Evaluation Process**

AWARD opens for Employer Response to Clarifications

**Procurement Process**

Mid-tender Reviews

# **Annex D – Evaluation and Scoring Methodology**



**OVERSEAS PRIME CONTRACT- Cyprus Hard FM**

**INVITATION TO NEGOTIATE**

**Evaluation Questions and Scoring Methodology**

**Question Set**

|  |  |  |
| --- | --- | --- |
| **Serial** | **Question** | **Weightings** |
| Q1 | BIM | 3% |
| Q2 | Information Management and System Data Management | 5% |
| Q3 | Service Delivery and Innovation | 7% |
| Q4 | Organisation and security | 5% |
| Q5 | Social Value | 5% |
| Q6 | Cost Management | 5% |
| Q7 | Sustainability Development and Environmental Management | 5% |
| Q8 | Quality Management, End User and Occupant Satisfaction, Performance Management Indicators | 7% |
| Q9 | Change Management Process and Changes to Affected Property | 5% |
| Q10 | Mobilisation and Exit Strategy | 5% |
| Q11 | Statutory and Mandatory Inspection Testing and Compliance Including Maintenance Service | 10% |
| Q12 | Operation of Potable and Non-potable Water Treatment, Wastewater Treatment, Swimming Pools and Sullage; Establish and operate a Utilities Management Bureau. | 8% |
| Q13 | Management of Logistics and Stores and Government Furnished Equipment | 2% |
| Q14 | Waste Management Service | 2% |
| Q15 | Marine Services | 2% |
| Q16 | Fuels Service | 6% |
| Q17 | Operations | 5% |
| Q18 | Health and Safety | 10% |
| Q19 | HR/TUPE/ARD | 3% |

**Q: 1 – BIM**

**Background:**

The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate how as the “Lead Appointed Supplier” they will adopt the use of the UK Building Information Modelling Framework processes and appropriate technologies, in accordance with the British Standard 1192 suite of documents, including BS1192-4:2014 (COBie – Code of practice); in line with UK Government’s Construction Strategy (GCS) 2011–15 and the GCS 2016-20.

The Tenderer must also demonstrate how upon appointment and delivering the role of “Lead Appointed Party” they will fully support the employer in the transition between the BIM British Standards and Publicly Accessible Standards to that of the New ISO standards to enable BIM documentation to be uplifted to meet the new standards as part of this contract.

**Evidence Required:**

The Tenderer has provided comprehensive evidence on;

-How they will utilise the UK Building Information Modelling Framework (BIM) requirements ensuring processes and appropriate technologies comply with the British Standard 1192 suite of documents, including BS1192-4:2014 (COBie – Code of practice); in line with UK Government’s Construction Strategy (GCS) 2011–15 and the GCS 2016-20 on this contract. Noting in response to the EIR a “Fully” compliant Post contract BEP, based on the employer BEP evaluation criteria, is required as part of the Mobilisation period before any work commences),

-Unequivocal confirmation of the Tenderer’s willingness to “Fully” meet the employer’s BIM Information Requirements (following contract award);

-Unequivocal Confirmation that the Tenderer will adopt and utilise a PAS 1192-2 2013 (ISO 19650) compliant Common Data Environment;

-How the Tenderer will support the employer with the development of its Asset Information Model (AIM) for all the employer’s assets subject to this contract;

-How the Tenderer will support the employer in the development of its BIM Standards against the new ISO standards as part of this contract”

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 2 – Information Management and System Data Management**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must provide comprehensive plans on how they intend to, with reference to Module A: Section 9-10, and Leaflets AL-03, Al-03A, AL-03B, AL-04 and AL-04B, deliver Information Management and Data Management.

**Evidence Required:**

The Tenderer has detailed the methodology by which delivery of the requirements within Module A, Leaflet AL-03 will be implemented.

The Tenderer details the means by which Information Assurance (as detailed within Module A, Leaflet AL-03A) will be managed including, but not limited to:

- Compliance with the Government's Security Policy Framework (SPF).

- Achieving accreditation by MOD of the proposed IS solution.

The Tenderer has provided comprehensive details on the implementation of the IS solution as described within Module A, Leaflet AL-03B.

The Tenderer has provided details of how the requirements for Data Management (as described within Module A, Leaflet AL-04) will be delivered.

The Tenderer demonstrates a clear understanding of the Data Classification as detailed within Spec 024 and how this classification supports the Employers Asset taxonomy.

The Tenderer describes the requirement for the data exchange (as detailed within Module A, Leaflet AL-04B) and has described how this requirement will be achieved.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 3 – Service Delivery and Innovation**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer's draft Contract Management and Relationship plans will include proposals that:

The Tenderer must demonstrate, with reference to Module A, how they will work collaboratively with the employer and the End Users to find ways of continually delivering the Services in cost effective ways and / or ways that improve the quality of service, including the use of innovation where possible.

The Tenderer must describe how they intend to achieve value-for-money from their proposed supply chain. The Tenderer must submit procurement and supply chain strategies that will evidence this, including details of in-house supply chain and how the supply chain(s) will be effectively developed and managed.

**Evidence Required:**

Tenderer's draft Contract Management and Relationship plans will include proposals that:

Detail the packaging strategies with appropriate consideration given to any interfaces or constraints;

- Where the Tenderer proposes the use of in-house supply chain members, a transparent, thorough description of the in-house package strategy, including details of relevant Quality Assurance processes, examples of similar works delivered successfully by these supply chain members and demonstration of value for money and work-culture alignment.

- Approach to engaging and managing key supply chain members to ensure value for money, including any identified in the tender submission; identifying, vetting, procuring and appointing, collaborative working and assuring capability and capacity.

- Using performance management to set priorities and targets for improved relationships, including the maintenance of supply chain data and reporting.

- Protecting against Subcontractors and Suppliers of any tier insolvency risk.

- How the Tenderer proposes to set up material or services frameworks to expedite speedy delivery of the works, and what these frameworks would be for.

- Approach to ensuring that fair payment practices are adopted within the supply chain.

- The process that will be in place to identify and develop proposals with the employer to deliver innovation throughout the life of the contract;

- How efficient and innovative ways of working will be shared with the employer and Supply Chain and how information will be cascaded so that the employer will benefit from best practice becoming working practice, particularly with regard to new technologies;

- Evidence of where the proposed or similar approach / techniques described within the response have been used effective elsewhere to provide confidence to the Employer that the proposals will be successful.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 4 – Organisation and Security**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

4a. The Tenderer must comprehensively detail, with reference to Module A: Section 2 the organisational structure that will be provided to meet the requirements of the contract. Evidence must, as a minimum, outline; job descriptions, skills profiles and locations for identified key posts as well as staff turnover/churn identified not subject to TUPE/ARD or Secondment.

4b. The Tenderer must demonstrate, with reference to Module A: Section 6, how they intend to ensure full compliance with the Defence Manual of Security, Resilience and Business Continuity.

**Evidence Required:**

4a. The Tenderer has:

- Provided a full organisation chart showing services provided as Head Office functions and those provided at Regional Areas and Site based offices directly in support of the Contract. It includes a hierarchical office structure, number of posts and specific locations for Regional and Site based offices.

- Identified the number of Full Time Equivalent (FTE) posts that will be engaged in the delivery of the service and recognises that these posts will remain for the duration of the contract unless prior agreement for increase/reduction is granted by the Employer.

- Provided comprehensive job descriptions, skills profiles and locations for key posts identified in Module A Section 2.3 and detailed the qualifications and experience of key personnel who will deliver the contract.

- The proposed office locations, for staffing are considered suitable for the delivery of the Service Requirements.

- The Tenderer's proposed reporting structure ensures that there is sufficient flexibility to ensure that delivery of the service will not be compromised during absence of key personnel due to leave, sickness, etc.

4b. The Tenderer must:

- Submit an appropriate and achievable plan detailing how they will implement the aspects of JSP 440 in scope of the contract.

- Demonstrate the ability to provide the varied levels of personnel security clearance required for Contract start date and throughout the life of the Contract.

- Evidence a culture of individual responsibility for security, with training, working practices and policies for contractual compliance embedded in the Tenderer’s organisation.

- Clearly demonstrate the capacity, both culturally and technically, to keep up with the pace of advancement so as to mitigate current and future physical, virtual and social media security risks.

- Describe the process which will be adopted to ensure that the supply chain holds to the standards of security required by the MOD.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 5 – Social Value**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

An objective of this contract is to deliver Government policy with regard to Social Value. Please provide details of how your bid will contribute to the Employer’s realisation of outcomes from the Public Services (Social Value) Act 2012. These outcomes are:

* Effective Stewardship of the Environment;
* Improve Health and Wellbeing; and
* Tackle Workforce Inequality.

The Contractor shall demonstrate in a Social Value Plan how their bid will deliver on outcomes for this objective.

Aim

Deliver outcomes within Procurement Policy Note 06/20-taking account of social value in the award of central government contracts; Public Services (Social Value) Act 2012.

**Evidence Required:**

Social Value Plan & Continuous Improvement Regime (within Social Value Plan) Characteristics

The submitted Social Value Plan shall have the below characteristics:

* Improve health and wellbeing
* Effective Stewardship of the environment
* Tackle Taskforce inequality

• The Social Value Plan shall set out clearly in tabular form which requirement, based on the requirements as set out in Booklet 3, Module A, which outcome is addressed via which requirement

• Detail/role of the person(s) co-ordinating Social Value management/delivery (in a senior management role, and evidencing how this person is experienced and qualified in the relevant outcomes or is supported by a suitably experienced and qualified person in the relevant outcome

• A management framework that encompasses Social Value delivery e.g. part of a company’s Quality Management System, or ISO 14001 EMS, or more specifically operating ISO 20400 for Sustainable Procurement or ISO 26000 for Social responsibility

• Examples of networks, trade bodies, VCSE networks, apprenticeship schemes etc that they are part of (whether they’re Armed Forces Covenant signatories, whether they’ve got or are proposing links with specific charities (and defence personnel-related charities e.g. Soldiers, Sailors, Airmen and Families Association, Blesma, Help For Heros, Combat Stress, forces benevolent funds etc are always a hit for some of our contracts)

• Evidence how the contractor will commit to collaboration with the Employer to deliver Social Value outcomes

• Provide format examples of how progress will be demonstrated in the format of other requirements for performance reviews e.g. PowerPoint

• A proposal for how progress will be reviewed (via monthly / quarterly reviews with the employer, at particular management review meetings), and how corrective actions will be planned, delivered and signed off when rectified

• Examples of the kinds of data/KPIs to be used for monitoring (and the platform/management information system that will bed used to capture it).

• Demonstrate how the contractor will engage and influence the supply chain to deliver the outcomes. Engagement and influence may include education, awareness-raising, incentivisation and sub-contractor selection processes etc Scoring Examples

Example 1: Contractor A produces Social Value for only 1 requirement, HFM Waste Management. They reduced their net methane to zero and work with their local suppliers to do the same. They are therefore awarded 1 as they have delivered two activities for Outcome 1 but have not addressed more than 50% of requirements or addressed other outcomes. Overall 1 point.

Example 2: Contractor B produces Social Value for 100% of requirements, 2 points. However, only 2 outcomes were addressed, therefore the Contractor B receives 2 points for delivering on 100% of requirements and 2 points for delivering on 2 outcomes. Overall 4 points.

Example 3: Contractor C delivers on 3 outcomes but for less than 50% of the requirements. Overall 3 points.

Example 4: Contractor D delivers 3 outcomes and delivers Social Value for 100% of the requirements. Overall 5 points. "

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
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| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 6 – Cost Management**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate how they intend to effectively manage Costs, enabling value-for-money to be achieved, including evidence of previous successful use of proposals. As a minimum, the response must cover the following:

- Over-arching and works-element specific strategies for controlling Costs for Core and AWS works within the allowances included in the Prices and for realising cost efficiency opportunities;

- How the requirements of Works Information will be complied with by the Tenderer, their Suppliers, Subcontractors any designers or consultants in Providing the Works;

- Details of proposed assurance procedures for determining Ascertained Cost for AWS works including verifying supply chain entitlement and, demonstrating accuracy to the Project Manager;

- How the Tenderer’s proposed system will support and delivery quality data to demonstrate Performance Management processes;

- How the Tenderer plans to pro-actively manage and mitigate variance between cost and value, make effective use of trend analysis and cost management processes effectively and demonstrate the Defined Cost Forecast is accurate;

- Demonstration of how the Tenderer will pro-actively manage change to underpin Contractor's cost performance, including but not limited to, systems to robustly prove Subcontractor proposals with effective assessment and implementation of value-engineering initiatives.

**Evidence Required:**

The Tenderer's proposals:

Outline details of the project accounting, cost and change control systems and procedures, and interrelation with procurement and risk management systems and procedures.

Clear strategies for driving efficiency into the scope covering the following areas:

- sourcing and procurement.

- design rationalisation, control and co-ordination.

- insurances and bonding techniques.

- waste rationalisation.

Details of how the relevant Sections of Service Information Management & Administration of the Services will be complied with, and details of how the requirements will be cascaded within the supply chain to meet the requirements of all of the relevant Sections of Service Information.

Demonstration of how costs paid will be controlled, including:

- details of proposed supply chain cost-audit processes including audit controls.

- proposed techniques to assure entitlement and quantum.

- details of measures to prevent mis-statement of costs.

Clear and specific forecasting proposals of cost and reconciliation with the total of the Prices, including:

- detailed description of each key package strategy.

- clear demonstration of viable proposals for compiling the Cost Value Report with pro-active and effective.

management proposals to mitigate cost / value variance.

- viable proposals for using the Early Warning process to manage cost and schedule variances.

- demonstration of appropriate techniques for compiling the Defined Cost Forecast.

Proposals for managing change on this Contract, including reference to identification of cost change through use of performance data, how cost change would be governed and how it will align with Defined Cost Forecast management.

Evidence of where the proposed or similar approach / techniques described within the answer have been used effectively elsewhere to provide confidence to the Employer that the proposals will be successful and any other information that the Tenderer considers would be of significance to OPC - Cyprus and evidences in the proposals for the management of the total of the Prices and Ascertain Costs.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 7 – Sustainability Development and Environmental Management**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

Background: Consideration of sustainability allows organisations to meet their needs for goods, services, works and utilities in a way that benefits not only the organisation, but also society and the economy, while minimising damage to the environment.

Aim: Ensure sustainability is considered throughout the life of the contract. Meet, and where practicable, exceed the Government Buying Standards.

Question: Potential Providers are to clearly describe the approach you will take to managing sustainability and environmental management through the life of the contract, both your own operations and in your supply chain. Explain the methods you will use to identify sustainability risks and opportunities, including protection of the environment, efficient use of resources (e.g. energy, water and materials) and resilience to climate fluctuations and changes in resource availability.

**Evidence Required:**

'The Tenderer's proposals:

• For assessing impacts across all 16 themes of Sustainability Appraisals are appropriate, using an appropriate scoring matrix.

o Consider short/term and direct/indirect/cumulative impacts

o Provide specific proposals for Biodiversity and Heritage

• Demonstrate, with examples, a clear commitment to consideration and use of innovation and industry best practices.

• Demonstrate integration of sustainability appraisal, and other appropriate standards/principles (eg. Government Buying Standards, circular economy) into other management systems, including acquisition

o Provide detail of the proposed sustainable procurement system

• For EMS/SMS (Sustainability Management Systems) address the Tenderer’s methodology for meeting all of the Employer's SD targets.

o Provide specific proposals for transitioning to net zero

• Leave little doubt that the Tenderer would be able to manage construction projects to DREAM / CEEQUAL ‘excellent’ standards as detailed in Booklet 3, demonstrating an appropriate approach to stages and credits.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 8 – Quality Management, End User and Occupant Satisfaction, Performance Management Indicators**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

8a The Tenderer must demonstrate how they intend to deliver, with reference to Module A: Sections; 11, 12,14 and 15, the services within the Contract requirements to enable them to embed continuous improvement and innovation through the implementation of a robust quality management system.

8b The Tenderer must demonstrate capacity to operate, monitor and report on the employer provided performance indicators in line with Booklet 2 - Annex D.

8c The Tenderer must demonstrate how data will be gathered on End User and Occupant satisfaction by obtaining feedback from the recipients of the service and the means by which conclusions will be reported to the SM. The Tenderer must also demonstrate, with reference to Module B, how they intend to deliver comprehensive details on how an intelligent help desk facility will be operated and maintained to achieve the services and service level set out in Booklet 3.

**Evidence Required:**

The Tenderer must provide proposals that demonstrate parts a, b and c of the question including:

- Details of the Contract specific Quality Plan linked to the Audit regime that monitors the Contract deliverables and they are appropriate.

- Details of the third-party Quality Management System (QMS) that will operate to the Employers’ satisfaction for the life of the Contract.

- The certification body used by the Tenderer is accredited by the UK Accreditation Services (UKAS).

- The Tenderer will have ISO 9001:2015 (or current version) certification for all the required essential and desirable quality assured activities within one year of the In-Service Date (ISD).

- All aspects of the QMS will comply with the current edition of ISO 9001 and the requirements of AQAP-2110, and it will be used to control all work carried out by the Tenderer, its workforce and its supply chain.

- Details of how the proposed QMS will be audited, monitored and reported on for both its own work and that of its supply chain.

- That the QMS is extended to capture any consortium or joint venture partners or supply chain members working on the Contract that are not certified to ISO 9001.

- That any locally required processes or procedures will be agreed by the SM to ensure compliance with the requirements of ISO 9001 and AQAP-2110.

- Clear demonstration of how Quality management will be linked to continuous improvement within this contract.

- Details of how the RIBA Design Stages and the ISO 9001: 2015 design requirements will be incorporated so as to provide a joined-up approach.

- Clear demonstration of how the accurate measurement of Contract Performance Management as set out in Booklet 2 - Annex D will be achieved.

- Clear demonstration of how End User and Occupant Satisfaction data will be assessed, the sampling methodology used to obtain the data and the reporting of that data.

- Proposed interfaces to ensure corrective action is undertaken from gathered data are appropriate.

- That the location of and languages and expertise offered by the Help Desk is appropriate and in accordance with Booklet 3.

- Proposals are clear in terms of how the interface between the Help Desk and other stakeholders identified in the requirements will work.

- That the Help Desk will be fully integrated with the Tenderer’s proposed IMS systems.

- That the proposed service will provide an ‘Intelligent diagnostic’ capability so as to ensure faults are responded to by correct trades.

- That the Help Desk will have sufficient capability in terms of call handling capacity.

- That a call-out service will be available 24/7/365.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition(\*) to be amended to suit** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 9 – Change Management Process and Changes to Affected Property**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate, with reference to Module A: Section 15 and Leaflet AL-11/AL-11A and module I, how they intend to deliver the services on the proposed management and implementation of the Employer's Change Management Process.

**Evidence Required:**

The Tenderer has demonstrated:

- A clear understanding of what would be considered a significant change and has proven mechanisms to handle such change.

- How change will be managed and delivered in a fair and open way providing value-for-money for the Employer.

- A clear understanding of the impact of change and effect on the location (morale, HR issues, changes in workload, etc) and how this impact would be managed.

- The capacity, capability and focus to respond to change in a timely manner.

- The capacity to manage change in a cost-effective manner without impact on other contract deliverables.

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**Applicable Requirements**

Module A: Section 15 and Leaflet AL-11/AL-11A and module I.

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 10 – Mobilisation and Exit Strategy**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate, with reference to Module A: Section 19 - 20, how they intend to provide a Mobilisation, Transition and Exit of the contract.

**Evidence Required:**

The Tenderer has provided a comprehensive Draft Mobilisation Plan that would be deployed to successfully mobilise all aspects of the requirement from ISD, including;

- How Statutory and Mandatory Inspection and testing falling due within the first six-month period post ISD will be assured.

- Sufficient checkpoints for corrective action.

- Built in time for the appropriate approvals, accreditation (particularly Cyber accreditation) and training.

- A Mobilisation programme which is realistic and achievable.

- That communication of the Mobilisation plan among all relevant stakeholders will be achieved in an acceptable time frame from Contract start date.

- That the plan for developing a fully functioning management IS and Help Desk by the ISD is appropriate, achievable and must include how data from the outgoing Tenderer’s IS will be incorporated into the Tenderer’s IS.

Appropriate staff from the bid team have been identified and embedded in the Mobilisation and Transition team and will remain in post until full operating capability is achieved.

The Tenderer has demonstrated how he will collaborate in a positive and professional manner with the outgoing service provider to ensure no conflicts develop during Mobilisation and Transition.

The Tenderer has provided clear proposals for the Training and Mobilisation of the supply chain prior to ISD are appropriate.

If appropriate, The Tenderer has demonstrated how he will continue to deliver across other PJOB locations during mobilisation of the Cyprus HFM contract.

The Tenderer has provided a comprehensive draft plan for Contract Exit either at Contract Termination or Contract Completion.

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 11 – Statutory and Mandatory Inspection Testing and Compliance Including Maintenance Service**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

11a. The Tenderer must submit proposals on how they intend to execute/carry out Statutory and Mandatory Inspections and Testing, with reference to Module C. The Tenderer must also demonstrate how the resulting repairs from Inspections and Tests will be managed and reported in accordance with Module C: Section 3-4.

11b. The Tenderer must demonstrate, with reference to Module D, on how they intend to deliver the provisions of Maintenance Services.

11c. The Tenderer must demonstrate, with reference to Module F, how they intend to manage and deliver the Employer's Service Family Accommodation (SFA) services.

**Evidence Required:**

The Tenderer has provided details of a resourced, timed schedule for the provision of Statutory and Mandatory testing and Inspections in line with parts a, b and c of the question.

11a The Tenderer must:

- Demonstrate a Process to identify all Statutory and Mandatory Inspections and Tests and a plan in place to capture and validate into a schedule.

- Ensure in country legislation will be adhered to when assessing the requirements for Statutory Inspections and Testing, should that be more onerous than legislation in the UK.

- Ensure, where required, the Statutory and Mandatory Inspections and Testing will be carried out under a Safe System of Work and under the supervision of the appropriate Authorised Person.

- Ensure that data gathered from Inspections and Testing will result in appropriate action.

The Tenderer has demonstrated:

- The capability to work to industry standards or best practices when carrying out essential Inspection and Testing.

- The supply chain which will be engaged in undertaking Statutory and Mandatory testing has the appropriate capability, insurance requirements and resilience.

- The proposals for producing and maintaining the ESTS are appropriate.

- The Tenderer's proposals for the Management of Asbestos is suitable and appropriate for the age and complexity of the assets within scope of this contract.

11b. The Tenderer has demonstrated the proposals for:

- Provision of Reactive Maintenance services are appropriate and resilient.

- Meeting Reactive Maintenance (including Housing and property which is Let) and Enhanced Reactive Maintenance Response Times are appropriate and resilient.

- Provision of Grounds Maintenance services are appropriate and resilient.

- Monitoring of Pollution Risks are appropriate and resilient.

- Deep Cleaning of Kitchens are appropriate and resilient.

- Undertaking Additional Fire Alarm tests in accordance with policy Instruction PI 07/10 are appropriate and resilient.

- The Management of Legionella and water hygiene are suitable and appropriate for the age and complexity of the assets within the scope of this contract, noting the potential for estate users to be within the “at risk demographic”

and that some Augmented Care assets are within the scope of this contract.

11c. The tenderer has demonstrated the proposals for:

- Move-Out appointments and obligations are appropriate.

- Delivery of any Additional Needs and Disability Adaptations (ANDA).

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**Applicable Requirements**

Module C

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 12 – Operation of Potable and Non-potable Water Treatment, Waste Water Treatment, Swimming Pools and Sullage; Establish and operate a Utilities Management Bureau.**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must submit proposals, with reference to Module K: Leaflet KL-01, on how they intend to manage and deliver Potable and Non-Potable Water Treatment, WasteWater Treatment, Swimming Pools and Sullage. Delivery of Statutory requirements will be assessed under Module C and Maintenance Services in Module D.

**Evidence Required:**

The Tenderer has clearly defined appropriate proposals for:

- Ensuring potable water availability, security and resilience will meet the Employers requirements for the life of the Contract.

- Operation of water treatment facilities to ensure potable water quality for the life of the Contract.

- Delivery of location specific requirements relating to Management and Operation of Potable and Non-Potable Water Supply, Waste Water, Swimming Pools, reservoir/spring, Treatment, storage and Sullage as defined in Module K Leaflet KL-01, Paras 5.3 to 5.6.

- Preparation, maintenance and retention of all records relating to water, waste water, swimming pools and Sullage sampling, testing and treatment are appropriate.

- Provision of all reports to the SM for operation, sampling and testing of potable and non-potable water systems, waste water treatment systems, swimming pools and Sullage disposal are appropriate.

- The cleaning of all bulk water storage tanks are appropriate.

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**Applicable Requirements**

Module K

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
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| 0 | **Unanswered** | No response |

**Q: 13 – Management of Logistics and Stores and Government Furnished Equipment**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate how they intend to manage the logistics of Plant & Equipment and Materials used to deliver the works:

- Processes that must be used to establish and manage full country of origin checks;

- Proposal for storage of Plant and Equipment, Materials and how Plant Handling must be managed

- Decision trees on how the transport method is chosen and how the carbon impacts are taken into consideration;

- Details on Insurance requirements that the Tenderers must utilise to assure deliveries by Air, Sea and Land;

- Details and proposals on any freight forwarding or logistics supply chain partners

-Details on proposed requirements that must be utilised to ensure on time deliveries for all works;

- Storage procedures and processes including materials and chemical handling processes and procedures.

- The Tenderer must demonstrate how they intend to, with reference to Module K: Leaflet KL-03 and KL-05, manage and deliver a full Stores Management Service that shall provide for the management for Government Furnished Equipment (GFE).

**Evidence Required:**

The Tenderer has described an appropriate response to the Requirements of Module K, Leaflets KL-03 and KL-05 will be delivered, including:

- Utilisation of a ‘just in time’ system as far as reasonably practicable and use of this system to reduce stock holdings to a minimum level.

- Acceptance of responsibility and accountability for all stores from the ISD to end of contract date.

- Maintenance of adequate stock levels of items to facilitate the effective operation of all elements of the contract requiring stores.

- Managing MOD stores and inventories using the MOD’s computerized stock control system.

- Proposals for management, stocktaking and reporting on GFE are appropriate.

- Proposals for Servicing, Planned Maintenance and Repair of GFE.

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**Applicable Requirements**

Module K

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
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| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 14 – Waste Management Service**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must provide detailed proposals, with reference to Module H: Leaflet HL-10, on their approach to Waste Management demonstrating the safe, legally compliant and efficient management of the Employer's waste. The Tenderer must also detail the approach to handling, segregation, collection, storage and removal of waste from the Establishment.

**Evidence Required:**

The Tenderer must provide a draft Waste Management Plan which details:

- A Mobilisation programme which is realistic and achievable. The Tenderer’s proposals for exploration of opportunities to use waste as a resource wherever possible and improve site resilience including as a minimum, opportunity for power or heat generation using waste oils and fuels or anaerobic digestion, as defined within Module H Leaflet HL-10 Para 2.1 are appropriate.

The Tenderer has described how the requirement for Waste segregation as defined within Module H Leaflet HL-01 Para 2.2.2 will be delivered and assured.

The Tenderer has described how Waste Management Strategies, Plans and Reports will be produced and assured so as to meet the requirements as defined within Module H Leaflet HL-10 Para 2.3.

The Tenderer has described appropriate measures for the management of:

2.2.2.1 General waste (including paper, cardboard, plastic, metal and glass etc).

2.2.2.2. Litter and rubbish removed from around all built assets, communal areas, open spaces, paths, roads, ditches and drains etc. iaw requirements delivered under Grounds Maintenance services as shown in Booklet 4 – Employer Supplied Information.

2.2.2.3. Animal carcass removed for disposal.

2.2.2.4. Construction (refurbishment, new build) and demolition waste.

2.2.2.5 Packaging and transport container waste.

2.2.2.6. Not used.

2.2.2.7. Foul Waste/Sewage (cess pits and septic tanks) and sullage waste including grease traps.

2.2.2.8. Classified waste.

2.2.2.9. Bund and interceptor emptying.

2.2.2.10. Industrial and hazardous waste.

2.2.2.11. Equipment and stores surplus to requirement which have been rejected by the DESA.

2.2.2.12. Green waste.

2.2.2.13. Waste arising from pest control.

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**Applicable Requirements**

Module H

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 15 – Marine Services**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate, with reference to Module K: Leaflet KL-04, how they intend to deliver, support and manage all Marine Services.

**Evidence Required:**

The Tenderer has clearly demonstrated how the service Specifics in Module K, Leaflet KL-04 will be delivered, including appropriate proposals for:

- Ensuring adherence with the various Regulations and Agreements relating to Marine Services as detailed in Booklet 4A.

- Management, inspection, storage and repair of Marine Equipment.

- Provision of suitably experienced person related to subsea fuel pipeline requirements within Module K, Leaflet KL-4.

- The provision of dredging and associated services.

- The management and maintenance of SBAA Buoyage

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**Applicable Requirements**

Module K

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 16 – Fuels Service**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate, with reference to Module K: Leaflets KL-11A & 11B, how they intend to manage and support efficient and safe core Fuel Operations.

The Tenderer must also demonstrate, with reference to Module K: Leaflets KL-11C and 11 D, how they intend to manage and support efficient and safe Fuel Operations and refuelling of aircraft if the Option is taken up.

**Evidence Required:**

The Tenderer has provided comprehensive details of how the requirements of Module K: Leaflet KL-11A, 11B, 11C & 11D will be delivered, including:

- Ensuring adherence with the various Regulations and Agreements relating to Fuel as detailed in Booklet 4A.

- Resilience built into all areas of the delivery

- The management and safe operation of the Cyprus Fuels Infrastructure, transport and storage, including bulk fuel and mechanical transport fuel installations.

- The Provision of Suitably Qualified and Experienced Personnel to carry out quality assurance, operations and management of fuels

The Tenderer has described an appropriate solution for the delivery of Information and Reporting requirements as detailed within Leaflets KL-11A,11B, 11C & 11D

The Tenderer has described an appropriate solution for the delivery of the Routine Activity as detailed within Leaflets KL11A &11B

The Tenderer has described an appropriate solution for the delivery of the Priced Option as detailed within Leaflet KL-11D.

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**Applicable Requirements**

Module K

**Scoring Guidance**

| **Score** | **Classification** | **Definition(\*) to be amended to suit** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 0 | **Unanswered** | No response |

**Q: 17 – Operations**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate, with reference to Module V-01, how they intend to deliver and maintain compliance with the requirements for preparation of operations in accordance with Leaflet VL-01. The Tenderer must also evidence ability to respond to operational need in accordance with Leaflets VL-02 and VL03.

**Evidence Required:**

The Tenderer has submitted an appropriate response to the requirements as described within Module V which addresses:

- Delivery of the requirement as detailed within Leaflet VL-01.

- The proposals for delivery of the requirement as detailed within Leaflet VL-01 Para 3 Participation in Training.

- The proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 4 Response Times.

- The proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 5.5 Training Reports and Meetings.

The Tenderer has adequately addressed how he will deliver all elements of the requirement as detailed within Leaflet VL-01 Section 7.

The Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-02, Para 3 (Response to Operational Need).

The Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-02, Para 4 (Expeditionary Infrastructure).

The Tenderer's proposals for delivery of the requirement as detailed within Leaflet VL-03

Evidence that the Tenderer’s supply chain is flexible enough to keep up with surge demands on the large international scale demanded by the Estates.

Evidence that the Tenderer could implement surge demand measures at short notice.

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**Applicable Requirements**

Module V

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
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| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 18 – Health and Safety**

**Background:** The roles of Contractor’s management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel’s needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Question:**

The Tenderer must demonstrate with reference to Module A: Section 4 and Leaflet AL-17, how they propose to comply with and maintain the Employers compliance with all health and safety legislation as set within the UK and all relevant host nation legislation including Republic of Cyprus and Sovereign Base Area legislation. The response must include Approved Codes of Practice (ACOPs), guidance, JSP's and, other MOD publications and Establishment specific Health and Safety policies.

**Evidence Required:**

The Tenderer’s proposals:

- Ensure compliance with all Health and Safety legislation both UK and Host Nation, ACOP, MOD Publications, MOD Joint Service Publications (JSP) and Establishment Health and Safety policies as defined in Module A Section 4.1.1 and Leaflet AL-17 are appropriate.

- Undertake Health and Safety activities, auditing and reporting in accordance with DIO Service Delivery Practitioners Guide Estate management EM/02 Estate Management Assurance Regime which is contained in Booklet 4 – Employer supplied Information and Leaflet AL-17 are appropriate.

- Ensure that their Safety Health and Environment management system will be aligned to the DIO and Military customers SHEMs as defined in Module A Section 4 are appropriate.

- For their Safety Policy statement and Safety Management System as defined within Leaflet AL-17 are appropriate for this contract.

- For the provision of Health and Safety information to supply chain and measures adopted to ensure method statements and risk assessments are suitable for the intended works, before the work commences, as defined in Module A Section 4.3.1 - 4.3.3 and Leaflet AL-17 are appropriate.

- For Health and Safety Training, Induction Training and Site Familiarisation Briefings as defined in Module A Section 4.4 and Leaflet AL-17 are appropriate.

- For ensuring that any communication from Health and Safety Executive or Host Nation Equivalent regarding site visits are notified to the SM and the HOE immediately; and that, visit co-operation, resulting actions and notification of any improvement notices against any of its personnel or supply chain are provide to the SM and HOE as soon as possible as defined in Module A Section 4.5 and Leaflet AL-17.

- For the management of a Statement of Known Hazards system as defined in Module A Section 4.6 and JSP 375 Part 2 Volume 1 Chapter 33 are appropriate.

- For reporting of Accidents Incidents and Dangerous Occurrences as defined in Module A Section 4.7 and Leaflet AL-17 are appropriate.

- For the management of High-Risk Activities on the Defence Estate as defined in Module A Section 4.8 and JSP 375 Part 2 Vol 3 are appropriate.

- For the management of Asbestos including the services of an Appointed Person are appropriate.

- For the management of Legionella including the services of a Responsible Person are appropriate.

- For ensuring compliance with the CDM Regulations and DIO Policy Instruction 03/05 which can be found in Booklet 4 – Employer Supplied Information and carrying out the roles of Principal Contractor, Principal Designer and Client as appropriate

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

**Q: 19 – HR/TUPE/ARD**

**Background:**

The roles of Contractor's management and staff in delivering the requirements of this contract are key to the support for military capability and fulfilling Service Personnel's needs to live, work, train and deploy. Planning, delivering, managing and assuring quality Hard FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus

**Question:**

The Tenderer must demonstrate how they intend to deliver with the HR obligations to meet outlining HR Transition Proposal, Terms and Conditions of Employment, Changes to Working Practices, HR Transition Deliverables and through the Term of the Contract.

**Evidence Required:**

- The Employer is entirely satisfied that the Tenderer will meet legal and policy obligations when managing and administering any staff transfers and in the transfer of existing employment terms and conditions. The Tenderer has provided details to demonstrate an understanding, including existing employment terms and conditions and which will continue, other than where changes are proposed with details of these changes. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and that an appropriate plan which is robust would be put in place to meet the requirements.

- The Employer is entirely confident that the Tenderer has considered the impact their service delivery plans will have on the working practices, or location of the Transferring Employees. Working practices are assumed to be, but are not limited to, shift and roster working, multi-skilling, team working, grade flexing, increased use of part-time staff and multiple site working. The Tenderer has provided details to demonstrate an understanding, which will continue, other than where changes are proposed with details of these changes. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and that an appropriate plan which is robust would be put in place to meet the requirements.

- The Employer is entirely satisfied that the Tenderer has cohesive plans to address key HR Transition deliverables relating to transferring activities and workforce. This should include how it will meet additional resourcing requirements and inducting any new employees into the organisation. The Tenderer has provided good details of how they will approach staff transfer related activities to support the transition period to ensure effective transfer of activities. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and that an appropriate plan which is robust would be put in place to meet the requirements to affect the transfer.

- The Employer is entirely satisfied that the Tenderer whether arising directly as a result of the transfer, or unrelated to the transfer itself, will follow fair and reasonable procedures in managing staff surplus and redundancy situations. The Tenderer has provided good details of procedures that will be followed to manage staff surpluses and redundancies, including how they will meet legal and policy obligations. The Tenderer has identified any planned redundancies on ETO grounds to be implemented within the first 12 months post transfer.

- The Employer is entirely confident that the Tenderer has provided appropriate details of the strategies and plans, which must be relevant to the service deliverable requirement; it has to ensure that the service delivery solution they have proposed can be maintained during the term of the Contract. This includes details for recruitment, retention, and re-skilling of the workforce during the term of the Contract. The Tenderer has provided good details of how it will approach sustaining a fully resourced and skilled workforce throughout the contract period. The response is at a level of maturity that is at least required for this stage and the response provides confidence that the requirement is understood and an appropriate plan, which is robust and achievable, would be put into place to meet the requirement to sustain fully resourced and skilled workforce for the duration of the contract.

- The Employer is entirely satisfied that the Tenderer will comply with staff transfer regulations in relation to pensions. They have provided sufficient details on pension schemes that will be made available and demonstrated that it is broadly comparable with existing schemes

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**Applicable Requirements**

Module A

**Scoring Guidance**

| **Score** | **Classification** | **Definition** |
| --- | --- | --- |
| 5 | **Excellent Response** | Comprehensive evidence provided that supports that the Bidder meets all of the requirements, leading to the conclusion of a total level of confidence that the Bidder can meet the requirements |
| 4 | **Good Response** | Evidence provided that supports that the Bidder meets most of the requirements leading to the conclusion of a high level of confidence that the Bidder can meet the requirements. |
| 3 | **Acceptable Response** | Evidence provided that supports that the Bidder meets some of the requirements leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirements |
| 2 | **Poor Response** | Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirements. |
| 1 | **Totally inadequate response.** | Limited or no evidence provided that the Bidder meets the requirements. No confidence that the Bidder can meet the requirements |
| 0 | **Unanswered** | No response |

# 

# **Annex E – OPC HFM Security Aspects Letter**



|  |
| --- |
| Date of Issue: XX/XX/XXXX  Issuer’s name: DIO Commercial  Contact Address: Kentigern House, Room 1.2.02 – 1.2.21, 65 Brown Street, G2 8EX  Contact email address: DIOComrcl-OPC@mod.gov.uk  Telephone number: (+44) (0)141 224 2891 |

**Company Name**

**Company Address**

**(CLASSIFIED AS APPROPRIATE BUT NOT HIGHER THAN UK OFFICIAL-SENSITIVE)**

Messrs ..........................

For the personal attention of: COMPANY NAME (Insert name of responsible Officer)

**Dear Sirs/Madam**

CONTRACT NO, OVERSEAS PRIME CONTRACTS-CYPRUS HARD FACILITY MANAGEMENT AND DATE OF CONTRACT **(to be inserted by Contracts Branch)**

DATEXXXXXX

1. On behalf of the Secretary of State for Defence I hereby give you notice that the following aspects of the work under the above contract are Classified as listed in the table below. Please note there is an overarching ‘need to know’; not to share project information without there being an acknowledged business need even if there is no explicit Protective Marking.
2. Information about this contract must not without the approval of the Buyer be published or communicated to anyone except where necessary for the execution of the contract.
3. Your attention is drawn to the requirements of the “Security Conditions” and the provisions of the Official Secrets Acts 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with the contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue so to apply after the completion or earlier determination of the contract.
4. Any access to classified information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.
5. If any security incidents occur to classified information related to this contract the details of the incident shall be immediately reported in accordance with paragraphs 26 & 27 of the Security Condition referred to below.
6. The enclosed Security Condition, Annex C of JSP 440 outlines the minimum measures required to safeguard OFFICIAL and OFFICIAL-SENSITIVE information and is provided to enable you to provide the required degree of protection.
7. The Tenderer must provide confirmation in writing to the Employer, following closure of the Tendering activity, that all Employer supplied data is destroyed or returned to the Employer.
8. Will you please confirm that the requirements of this Security Aspects Letter and the UK Security Conditions are understood and will be complied with.
9. The table below details the Security Aspects & Personal Data Aspects that are pertinent to the OVERSEAS PRIME CONTRACTS-CYPRUS HARD FACILITY MANAGEMENT. No data held or shared with the COMPANY NAME shall directly or by association identify an individual or site as being part of a Protected Community (eg SF).

|  |  |  |
| --- | --- | --- |
| **Ser.** | **Type of Information** | **Protective Marking and / or Impact Level** |
| 1. | **MOD Estate and Assets ​**  Portfolio of asset data to include: ​  Region, Sub area, Unique reference numbers, Asset type, asset name, dwelling type, construction, roof type, condition score and whether the property is inside or outside​ | OFFICIAL SENSITIVE |
| 2. | **Additional Estate Data**  Level 3 and 4 asset data​  Response repair historical data, ​  Pre-planned maintenance regimes​  SFG20 schedules ​  Condition data​  Hazards - asbestos, radon and legionella plans​ | OFFICIAL SENSITIVE |
| 3. | Structured data relating to industry provider costs | OFFICIAL SENSITIVE COMMERCIAL |
| 4. | Existence of Asset Management Supporting Deliverables – Strategy and reporting | OFFICIAL |
| 5. | Business card level details (e.g. names, roles, business email, etc) | OFFICIAL |
| 6. | Project plans, progress reports, agendas, minutes of meetings, general client correspondence, high level designs, technical overviews, etc that are part of the contracted project documentation. | OFFICIAL |

Yours faithfully,

OVERSEAS PRIME CONTRACTS

CYPRUS HFM Project Manager

contract which is only OFFICIAL.

**JSP 440 Leaflet 13 Contract and Project Security**

**ANNEX C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS**

**Purpose**

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: SPODSR-IIPCSy@mod.gov.uk).

**Definitions**

2. The term *"Authority"* for the purposes of this Annex means the HMG Contracting Authority.

3. The term *"Classified Material"* for the purposes of this Annex means classified information and assets.

**Security Grading**

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the ‘need to know’. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

**Security Conditions**

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

**Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material**

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the ‘Industry Security Notices (ISN)’ on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.

<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

**Access**

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *“need-to-know”*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf>

**Hard Copy Distribution**

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

**Electronic Communication and Telephony and Facsimile Services**

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

**Use of Information Systems**

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of *“least privilege”* will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

(1). Up-to-date lists of authorised users.

(2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be *“strong”* using an appropriate method to achieve this, e.g. including numeric and *“special”* characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

(a) All log on attempts whether successful or failed,

(b) Log off (including time out where applicable),

(c) The creation, deletion or alteration of access rights and privileges,

(d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

(a) Type of event,

(b) User ID,

(c) Date & Time,

(d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

(1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),

(2). Defined Business Contingency Plan,

(3). Data backup with local storage,

(4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),

(5). Operating systems, applications and firmware should be supported,

(6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a *“Logon Banner”* will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

*“Unauthorised access to this computer system may constitute a criminal offence”*

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or *“un-trusted”* systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

**Laptops**

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites[[1]](#footnote-1). For the avoidance of doubt the term *“drives”* includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

**Loss and Incident Reporting**

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

**JSyCC WARP Contact Details**

**Email:** [DefenceWARP@mod.gov.uk](mailto:DefenceWARP@mod.gov.uk) (OFFICIAL with no NTK restrictions)

**RLI Email:** [defencewarp@modnet.rli.uk](mailto:defencewarp@modnet.rli.uk) (MULTIUSER)

**Telephone (Office hours):** +44 (0) 30 6770 2185

**JSyCC Out of hours Duty Officer:** +44 (0) 7768 558863

**Mail:** JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf>

**Sub-Contracts**

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf>

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

**Publicity Material**

34. Contractors wishing to release any publicity material or display hardware that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor’s publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

**Physical Destruction**

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

**Interpretation/Guidance**

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

**Audit**

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors’ National/Designated Security Authorities or the Authority to ensure compliance with theserequirements.

**Annex F - Statement Relating to Good Standing (DSPCR 2011)**

**The Statement Relating To Good Standing**

**Contract Title:** [*insert title of the contract*]

**Contract Number:** [*insert contract number*]

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 of [***insert potential supplier***] has not been convicted of any of the following offences:
2. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
3. involvement in serious organised crime or directing serious organised crime within the meaning of section28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
4. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
5. the offence of bribery;
6. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
7. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
8. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union\*, within the meaning of:
9. the common law offence of cheating the Revenue;
10. the common law offence of conspiracy to defraud;
11. 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\*;
12. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
13. in Scotland, the offence of fraud;
14. in Scotland, the offence of theft;
15. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
16. 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\*;
17. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
18. destroying, defacing or concealing of documents or procuring the execution 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\* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
19. in Scotland the offence of uttering; or
20. in Scotland, the criminal offence of attempting to pervert the course of justice;
21. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
22. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
23. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
24. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
25. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

\* including amendments to the legislation

1. **[*Insert potential supplier*]** further confirms to the best of our knowledge and belief that it:
2. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
3. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
4. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;
5. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
6. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting Employer in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
7. has not been told by a contracting Employer, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom\*;
8. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;
9. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

\* Please note that under the DSPCR the Employer may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

|  |  |
| --- | --- |
| I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting employer 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 Employer 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** |  |
| **Date** |  |

**ANNEX G DOCUMENT NAMING CONVENTION FOR TENDER RESPONSES**

Tenderers are required to use the naming convention as set out in the tables below for their Tender responses for Commercial Response and Technical Response. Tenderers must ensure that the document name is completed with the Tenderers Name in the upload:

| **COMMERCIAL RESPONSE (INCLUDING PRICE)** | **RELATED QUESTION** | **REFERENCE** | **DOCUMENT NAME** |
| --- | --- | --- | --- |
|  |  |  |  |
| **DEFFORMS** | Booklet 1 Response to Annex L | Commercial Returns | B6-DEFFORM528-descriptive name-Tenderer Name  B6-DEFFORM539A-descriptive name-Tenderer Name  B6-DEFFORM68-descriptive name-Tenderer Name |
| **Insurance** | Booklet 1 Response  To Annex H | On Contract Award responses will be incorporated into Clause 76 and 77 of Booklet 2 | B2-INS-descriptive name-Tenderer Name |
| **DEFFORM 47** | Booklet 1 Response to Annex A | Mandatory Returns | MR-DEFFORM47-01-Offer-Tenderer Name |
| **Declarations for Mandatory Returns on DEFFORM 47** | Booklet 1 Response to Annex B | Mandatory Returns  Supporting Information | MR-SUP-01-descriptive name-Tenderer Name  MR-SUP-02-descriptive name-Tenderer Name |
| **Booklet 2 – Conditions of Contract Acceptance or Rejection Certificate** | Booklet 1 Response to Annex I | Mandatory Returns | B2-CC-01-descriptive name-Tenderer Name |
| **Booklet 3 - Confirmation of Compliance** | Booklet 1 Response to Annex J | Booklet 3  N/A – On Contract Award will be incorporated into Booklet 6 | B6-BKLT3-01-Compliance-Tenderer Name |
| **Subcontracts Form** | Booklet 1 Response to Annex K | On Contract Award will be incorporated into Booklet 6 | B6-SCF-01-descriptive name-Tenderer Name  *ed* |
| **Statement of Good Standing** | Booklet 1 Response to Annex F | Mandatory Returns  Statement of Good Standing  Tenderers Declaration | B6-SGS-01-descriptive name - Tenderer Name |
| **Booklet 5 – Price Schedule Workbook along with Pricing Rationale and Supporting Financial Information** | Booklet 5 Response | On Contract Award responses will be incorporated into Booklet 5 | B5-PSW-01-descriptive name-Tenderer Name  B5-PR-02-descriptive name-Tenderer Name |
| **Financial Information – confirmation of financial status since PQQ evaluation** | Booklet 1 Response | N/A | B1-FI-01-descriptive name-Tenderer Name |
|  |  |  |  |

| **TECHNICAL RESPONSE** | **RELATED QUESTION NO** | **BOOKLET & MODULE REFERENCE** | **DOCUMENT NAME** |
| --- | --- | --- | --- |
| **BIM** | Q1 | Booklet 3: Module A | B6-BM-Qn-01-descriptive name-Tenderer Name |
| **Information Management and System Data Management** | Q2 | Booklet 3: Module A | B6-IMSDM-Qn-02-descriptive name-Tenderer Name |
| **Service Delivery and Innovation** | Q3 | Booklet 3: Module A | B6-SDI-Qn-03-descriptive name-Tenderer Name |
| **Organisation and Security** | Q4 | Booklet 3: Module A | B6-ORGS-Qn-04-descriptive name-Tenderer Name |
| **Social Value** | Q5 | Booklet 3: Module A | B6-SV-Qn-05-descriptive name-Tenderer Name |
| **Cost Management** | Q6 | Booklet 3: Module A | B6-CM-Qn-06-descriptive name-Tenderer Name |
| **Sustainability Development and Environmental Management** | Q7 | Booklet 3: Module A | B6-SDEM-Qn-07-descriptive name-Tenderer Name |
| **Quality Management, End User and Occupant Satisfaction, Performance Management Indicators** | Q8 | Booklet 3: Module A | B6- QM-Qn-08-descriptive name-Tenderer Name |
| **Change Management Process and changes to affected property** | Q9 | Booklet 3: Module A | B6-CMAP-Qn-09-descriptive name-Tenderer Name |
| **Mobilisation and Exit Strategy** | Q10 | Booklet 3: Module A | B6-ME-Qn-10-descriptive name-Tenderer Name |
| **Statutory and Mandatory Inspection Testing and Compliance** | Q11 | Booklet 3: Module C | B6-SM-Qn-11-descriptive name-Tenderer Name |
| **Operation of Potable and Non-potable Water Treatment, Waste Water Treatment, Swimming Pools and Sullage** | Q12 | Booklet 3: Module K | B6-OPN-Qn-12-descriptive name-Tenderer Name |
| **Management of Logistics, Stores and Government Furnished Equipment** | Q13 | Booklet 3: Module K | B6-MLS-Qn-13-descriptive name-Tenderer Name |
| **Waste Management Services** | Q14 | Booklet 3: Module H | B6-WMS-Qn-14-descriptive name-Tenderer Name |
| **Marine** **Services** | Q15 | Booklet 3: Module K | B6-MS-Qn-15-descriptive name-Tenderer Name |
| **Fuel Services** | Q16 | Booklet 3: Module K | B6- FS-Qn-16-descriptive name-Tenderer Name |
| **Operations** | Q17 | Booklet 3: Module V | B6-OEP-Qn-17-descriptive name-Tenderer Name |
| **Health and Safety** | Q18 | Booklet 3: Module A | B6-HS-Qn-18-descriptive name-Tenderer Name |
| **HR/TUPE/ARD** | Q19 | Booklet 3: Module A | B6-HR-Qn-19-descriptive name-Tenderer Name |
|  |  |  |  |
| **Contract Management Plan** | Q3 | Booklet 3: Mod A Sections 25 and 26 Leaflet AL-02  On Contract Award this be incorporated into Booklet 6 | B6-CMP-20-descriptive name-Tenderer Name |
| **Waste Management Plan** | Q14 | Booklet 3: Mod A 5.14 Mod H Leaflet HL-10  On Contract Award this be incorporated into Booklet 6 | B6-WMP-21-descriptive name-Tenderer Name |
| **Joint Relationship Management Plan** | Q3 | Booklet 3: Module A Para 5.4  On Contract Award this be incorporated into Booklet 6 | B6-RMP-22-descriptive name-Tenderer Name |
| **Mobilisation Plan** | Q10 | Booklet 3– Module A Leaflet AL-019  On Contract Award this will be incorporated into Booklet 6 | B6-MP-23-descriptive name-Tenderer Name |
| **Exit Management Plan** | Q10 | Booklet 3 – Module A Leaflet AL-020  On Contract Award this will be incorporated into Booklet 6 | B6-EMP-24-descriptive name-Tenderer Name |

**Annex H SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS – Insurance response**

|  |  |
| --- | --- |
| OVERSEAS PRIME CONTRACT – CYPRUS HARD FM: | **Insurance requirements table** |
| The Tenderer must demonstrate how it will meet the minimum insurance requirements. Tenderers are referred to Booklet 2 Clause [77] and [78] for the Employers minimum insurance requirements. This question will not be scored and will be either "Acceptable" if the Tenderer meets the criteria below or "Unacceptable" if the Tenderer does not meet the criteria below at Final ITN Submission and Evaluation. | |
| **RESPONSE GUIDANCE:** The Tenderer must evidence how it will meet the minimum insurance requirements by fully completing the Insurance Requirements Table below:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Class of insurance** | **Insurer(s) identity (including any excess layer insurers)** | **Tenderer proposed maximum deductible threshold** | **Agreement to the requirements of Clause [77] (Insurance Cover)** | **Agreement to the requirements of Clause [78] (Required Insurances)** | | Third Party Public and Products Liability Insurance |  |  |  |  | | Professional Indemnity Insurance |  |  |  |  | | Contractors "All Risks" Insurance |  |  |  |  | | Airside Third Party Liability Insurance |  |  |  |  | | Airside Third Party Motor Liability Insurance |  |  |  |  | | Protection and Indemnity Insurance |  |  |  |  | | Marine General Liability Insurance |  |  |  |  | | Insurances required by law or regulation in the relevant territory |  |  |  |  | | |

**Review scheme for insurer identity**

The insurer or insurers proposed by the Tenderer against each class of insurance in the column headed “Insurer identity (including any excess layer insurers)” in the Insurance Requirements Table are considered by the Employer based on its professional judgement to be a reputable insurer(s) of sufficient standing for the class of insurance and the location of the services in question taking into consideration matters including, but not limited to, ownership, management, operating environment, reinsurance protection, lines of business, profitability and business philosophy (a “Reputable Insurer”).  This will be reviewed on an Acceptable/Unacceptable basis and the insurer proposed by the Tenderer in the Insurance Requirements Table for each category of insurance must be a Reputable Insurer to constitute Acceptable.

**Tenderer proposed maximum deductible threshold**

The maximum deductible threshold proposed by the Tenderer for each and every occurrence for each class of insurance in the column headed “Proposed maximum deductible threshold” of the Insurance Requirements Table is considered by the Employer based on its the professional judgement to be reasonable in the insurance market prevailing at the point of the submission by the Tenderer of its response (a “Reasonable Maximum Deductible Threshold”).  This will be reviewed on an Acceptable/Unacceptable basis and each proposed maximum deductible threshold must be a Reasonable Maximum Deductible Threshold to constitute Acceptable.

**Amendments to Booklet 2 insurance**

Any amendments the Tenderer seeks to make to Booklet 2 insurances provisions to the contract other than the insertion of Reasonable Maximum Deductible Thresholds shall be reviewed against the following.  The amendments will be assessed as a whole to determine the level of risk to the Employer in accordance with the review scheme set out below.

|  |  |
| --- | --- |
| **Review Scheme** | **Review guidance** |
| Acceptable | No amendment to the Employer minimum insurance requirement other than 'the insertion of Reasonable Maximum Deductible Thresholds into the contract |
| Acceptable | Amendment to the Employer minimum insurance requirement that is not considered to confer any adverse risk to the Employer or any material diminution in the required insurance cover of the Employer |
| Unacceptable | Amendment to the Employer minimum insurance requirement that is considered to confer some appreciable risk to the Employer or diminution in the required insurance cover of the Employer |
| Unacceptable | Insufficient detail or is considered to leave gaps in the level or extent of insurance cover which exposes the Employer to significant adverse risk or significantly material diminution in the required insurance cover of the Employer |
| Unacceptable | Unmarked. The above table has not been completed or in the correct format. |

ANNEX I BOOKLET 2 – CONDITIONS OF CONTRACT ACCEPTANCE OR REJECTION CERTIFICATE

**OVERSEAS PRIME CONTRACT – Cyprus HFM**

**CONDITIONS OF CONTRACT ACCEPTANCE OR REJECTION CERTIFICATE**

*By signing this Acceptance or Rejection Certificate;*

*We hereby confirm that we have read and understood the requirements set out in Booklet 2 – Conditions of Contract, provide* ***Unqualified Acceptance*** *of the Conditions of Contract excluding those detailed in the Insurance Response Form at Annex H.*

**OR**

*We hereby confirm that we have read and understood the requirements set out in Booklet 2 – Conditions of Contract and* ***Reject*** *the Conditions of Contract.*

**\*Please delete as appropriate**

|  |  |
| --- | --- |
| **Tenderer** |  |
| **Name of Signatory** |  |
| **Position of Signatory** |  |
| **Address** |  |
| **Telephone** |  |
| **Email** |  |
| **Signature** |  |
| **Date** |  |

ANNEX J BOOKLET 3 – SERVICE INFORMATION CONFIRMATION OF COMPLIANCE CERTIFICATE

**OVERSEAS PRIME CONTRACT – Cyprus HFM**

*By Signing this Confirmation of Compliance Certificate, we hereby confirm that we have read and understood the requirements set out in Booklet 3 – Service Information and confirm compliance to the requirements therein.*

|  |  |
| --- | --- |
| **Tenderer** |  |
| **Name of Signatory** |  |
| **Position of Signatory** |  |
| **Address** |  |
| **Telephone** |  |
| **Email** |  |
| **Signature** |  |
| **Date** |  |

ANNEX K Subcontracts Form

**Appendix 5**

**APPLICATION TO SUB-CONTRACT1 OR COLLABORATE WITH**

**AN OVERSEAS2 CONTRACTOR ON WORK INVOLVING**

**OFFICIAL-SENSITIVE3 AND ABOVE CLASSIFIED INFORMATION**

**(ALSO KNOWN AS F1686)**

**Request:**

|  |
| --- |
| 1 From: full name and address of contractor submitting application  Telephone no: Email: |
| 2 Full name and address of selected overseas sub-contractor where work will be undertaken |
| 3 Maximum level of classified material to be released to or produced by the sub-contractor: |
| 4 Description of work to be carried out: |
| 5 Name of Project/Reference Number of prime contract: |
| 6 Full name of point of contact and address of United Kingdom Contracting Employer:  Telephone no: Email: |

Name: Position in company:

Signature: …………………………..…… Date:

**Response from Contracting Employer:**

Approval is / is not granted4 to place the sub-contract detailed above. Further information is

attached.5

Name: Position/Title:

Signature: ………………………………… Date:

Contracting Employer Organisation:

1 For sub-contracts with UK contractors on work requiring List X clearance to be initiated complete Annex A only

2 For sub-contracts/collaboration with an overseas contractor involving the release of OFFICIAL-SENSITIVE or above

information complete and submit 1st page only.

3 For the MOD this requirement also applies to Reportable OFFICIAL information

4 Delete as appropriate

5 Delete if not applicable

**Annex A to Appendix 5**

**APPLICATION BY A UK LIST X CONTRACTOR FOR**

**APPROVAL TO SUB-CONTRACT OR COLLABORATE WITH A**

**UK CONTRACTOR ON WORK CLASSIFIED SECRET AND**

**ABOVE**

|  |  |
| --- | --- |
| A | From: full name and address of UK List X contractor submitting application  Telephone no: Email: |
| B | Full name and address of selected UK sub-contractor |
| C | Full name and address of selected manufacturer (if different from B) |
| D | Registration no. of the company & VAT no.:  Reg No:  VAT No: |
| E | Names under which the company has previously traded (if applicable): |
| F | Full name, address, registration and VAT no. of parent and/or holding company: |
| G | Full name, address, registration and VAT no. of each company holding more than one fifth of the paid up shares, preference shares or loan capital. |
| H | Date of formation of business and brief history: |
| I | Representative(s) (maximum of two) of sub-contractor with whom proposed work has been/will be discussed:  Full name: Full name:  AA number (if known): AA number (if known):  Position in company: Position in company: |
| J | Please provide the details of Chairman, Deputy Chairman, all Directors (indicating specifically those who hold executive appointments), and Company Secretary. Information should also be provided for individuals holding more than one fifth of the paid up shares, preference shares or loan capital. |

**(ALSO KNOWN AS F1686)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SURNAME  a) Now |  |  |  |  |
| b) Surname at birth if different from a) |  |  |  |  |
| c) Full Forenames |  |  |  |  |
| d) All other names used |  |  |  |  |
| 3.PLACE OF BIRTH Including county, state and country |  |  |  |  |
| 4. DATE OF BIRTH |  |  |  |  |
| 5. NATIONALITY a) Now |  |  |  |  |
| b) At any time if different from (a) |  |  |  |  |
| c) If naturalised state number & date of certificate |  |  |  |  |
| 6. ADDRESS (a) Full permanent address |  |  |  |  |
| b) Any other addresses in last 5 years |  |  |  |  |
| 7. POSITION IN COMPANY |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| K | Does the information relate to: | 1 | UK government contract? |  | Complete L to O |
|  |  | 2 | NATO or other contract? |  | Complete L to P |
|  |  | 3 | Collaboration discussions |  | Complete L to P |

|  |  |
| --- | --- |
| L | Level of release of classified material: |
| M | Name Project/Reference of prime contract |
| N | Description of work to be carried out: |
| O | Full name of point of contact and address of UK Contracting Employer:  Telephone no: Email: |
| P | Name of NATO/other contracting Employer |

Name of Security Controller: ……………………………..

Signature: ………………………………………………… Date: …………………….

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**ANNEX L DEFFORMS**

**DEFFORM 528**

|  |
| --- |
| **GUIDANCE FOR COMPLETION OF DEFFORM 528** |
| **For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.**  For the purposes of this form **“Materiel”** means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).  For the purposes of this form **“Data”** means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape,  or read-only memories.  For the purposes of this form **“Service”** means the intangible products such as training, technical support or provision of expertise. For the purposes of this form **“Part Number”** means the part number of the Materiel that is being supplied under the Contract. |
| **PAGE 1** |
| 1a - 1f Provide full correspondence name and address of the suppling organisation. |
| **PAGE 2** |
|  |
| **SECTION 1** |
| For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.  1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN),  Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk). |
| **SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations** |
| 2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or is  based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.  2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so, provide the USML  Category Number. This information is covered under defence articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6),  technical data (§120.10), software (120.45(f)) and defines services (§120.9). (Guidance is available on the US Directorate of  Defence Trade Controls website at <http://www.pmddtc.state.gov>).  For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in 2015DIN04-074 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group [Email: DESIRG-2-AsstHD@mod.uk,](mailto:DESIRG-2-AsstHD@mod.uk,) Tel: 0117 91 30271 or [Email: DESIRG-2d@mod.uk,](mailto:DESIRG-2d@mod.uk,) Tel: 030 679 80868.  For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.  2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available  to you.  2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so, provide the Export  Control Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories in  the CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at  <http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be  obtained by contacting the DE&S International Relations Group [Email: DESIRG-2-AsstHD@mod.uk,](mailto:DESIRG-2-AsstHD@mod.uk,) Tel: 0117 91 30271 or [Email: DESIRG-2d@mod.uk,](mailto:DESIRG-2d@mod.uk,) Tel: 030 679 80868.  2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.  2h Details of the EAR Exceptions used. |
| **SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations** |
| 3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufactured  pursuant to, export controlled technical data, technology, defence services or software. |

3b Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you

**SECTION 4 - Complete this section if the Materiel is subject to UK Trade Controls Regulations**

4a Indicate whether the Materiel being supplied is derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software for Military use.

4b - 4c Indicate whether the Materiel is listed on the UK Munitions List (UKML) and provide the reference UKML Number .

4d 4e Indicate whether the Materiel being supplied is listed of the UK/EU Dual Use List and if so provide the reference Dual Use Number.

4f Indicate whether the Materiel or Service being supplied is listed as 'No Authorisation Required'.

**SECTION 5 - Complete this section if there is an End-Use / End-User Certificate requirement**

5a - 5c Indicate whether the Materiel being supplied requires an End-User Certification or Transfer Employer and if so (or being obtained) include copies to the extent available to you.



|  |
| --- |
| **PAGE 2 - Cell reference descriptors** |
| 2a - Does the Materiel originate in USA or contain any US sourced article or technology or have any US Person content contribution, including software?  2b - USML Listed?  2c - USML Category Number:  2d - If answered Yes to 2a and 2b, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset):  2e - CCL Listed?  2f - CCL ECCN:  2g - If answered Yes to 2e is an export authorisation required to export the Materiel to the UK?  2h - Exceptions used: |
| 3a - For Materiel not of UK or USA origin, is an export authorisation required to move the Materiel to the U.K. from the country of origin?  3b - If answered Yes to 3a, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset). |
| 4a - Is the Materiel designed or modified for military use?  4b - UKML Listed?  4c - UKML category number:  4d - Is the Materiel UK/EU Dual Use Listed?  4e - UK/EU Dual Use Number:  4f - Is your product rated as "No authorisation Required"? |
| 5a - For Materiel to be provided by a Contractor to MOD - Is an End-User Certificate required? If Yes MOD to provide.  5b - For Materiel to be provided by MOD to a Contractor - Is re-transfer Employer required? If Yes MOD to obtain and the Contractor to provide all reasonable assistance (e.g. DSP-83, TAA).  5c - If answered Yes to 5a or 5b, please provide end-use certificate or re-transfer Employer reference(s), confirmation it is held or the duration to obtain it and provide a copy of the authorisation held to the extent available to you (for each asset). |

DEFFORM 528 Edn 12/17

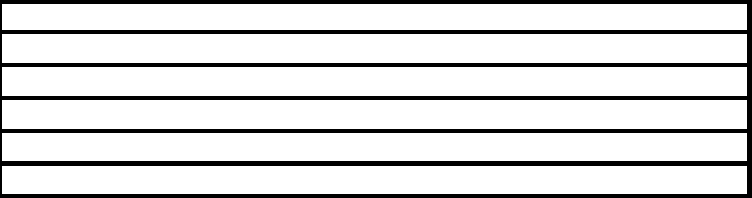
**Import and**

**Export Control Information**





Contract No.



|  |
| --- |
| 1. Supplier Name |
| 1. Address |
| 1. City/State |
| 1. Post/Zip Code |
| 1. Country |
| 1. CAGE/NCAGE |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Page 2 - DEFFORM 528 - Edn 12/17 The recipient of the Materiel will require the information below for each item of Materiel supplied. Please record the information for all Contractor Deliverables. Assistance to complete the form will be provided by text prompts in certain cells and can also be found on the Guidance for Completion of Form page. Please use one row per Contractor Deliverable." |  |  |  |  |  |  |  |







|  |  |
| --- | --- |
| **Declaration**  **I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.** | |
| Printed name |  |
| Position or Job Title Held in Company / MOD |  |
| Address |  |
| E-Mail |  |
| Telephone number |  |
| Signed (Duly authorised person) |  |
| Date of signature |  |

**DEFFORM 539A**

**DEFFORM 539A**

**Edn 08/13**

**Tenderer’s Commercially Sensitive Information Form**

|  |
| --- |
| ITN Ref No: 700xxxxx |
| Description of Tenderer’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information in Tender: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

**DEFFORM 68**

**Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number: 700xxxxxx

Contract Title:

Contractor:

Date of Contract:

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:     ) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions ;

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

**To be completed by the Employer**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

Email: [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)

|  |  |
| --- | --- |
| Booklet 2 - Annex R refersPersonal Data Particulars | **DEFFORM 532**  Edn 05/18 |

This forms part of the Contract and must be completed (after contract award) and attached to each Contract containing DEFCON 532B.

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Employer).  The Personal Data will be provided by:  **Ministry of Defence, Sovereign Base Area Authority, HQ British Forces Cyprus (BFC) and Defence Infrastructure Organisation and OPC Contractor** |
| **Data Processor** | **The Data Processor is the Contractor.**  **The Personal Data will be processed at: (list establishments were data processed and any out of country sites if applicable)**  *To be completed at Contract Award:*  **Sovereign Base Area Authority**  **…..**  **HQ British Forces Cyprus**  **…….**  **Defence Infrastructure Organisation**  **……….**  **OPC Contractor**  **………** |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:    ***Contractor and Employer Personnel/Employees (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, members of the public, members of the military and their families working/living on Employer Sites covered under the Contract.*** |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data  ***Name, address, telephone number, medical records, Email (work and personal), military personnel records, religion, gender, place of birth.*** |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: *[please specify]* |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows:    **As laid out in Booklet 3, including Central Help desk- logging of Event requests and reporting of performance failures by Employer staff or affected individuals**  **Access control Services- Provision of Passes and Access control for Employer Staff, Contractor personal, Employer related parties, and 3rd party visitors to Employer Sites covered under the Contract**  **Medical Facility – Provision of Medical services to Employer/military staff.**  **Military Administration Service- Maintenance of Personnel records, Support for deployments, Administration of pay**  **Accommodation; information on SFA residence**  *[This should be a high level, short description of what the processing is about i.e. its subject matter]* |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows:  **The Nature of the processing is as stated in Booklet 3 and 4, including Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not). The purpose is as noted in Booklet 3 and 4, including processing in relation to Military administration, General administration of the Site including Security processing, access control and provision of passes, provision of Help desk for logging of events and performance issues.** |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: *[please specify]*    **In line with Booklet 2, Clause 106 (Protection of Personal Data), Clause 108 (Disclosure of Information), Clause 112 (Cyber), Booklet 3, Booklet 4 and the Data Protection Legislation**  *[Cross reference with the System Requirements or Statement of Work]* |
| **Instructions for disposal of Personal Data** | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):  **Personal data shall be held no longer than is necessary for the purposes for which the personal data are processed.** |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: *[please specify]* |

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

1. Secure Sites are defined as either Government premises or a secured office on the contractor premises. [↑](#footnote-ref-1)