**INVITATION TO NEGOTIATE (ITN)**

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

**OVERSEAS PRIME CONTRACT**

**Cyprus Soft Facilities Management**

**Contract number 701536386**

**Version 1.8**

**Date 16 January 2014**

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

Date: 07 October 2022

Our Ref: 701536386

Dear Sir/Madam

**Invitation To Negotiate Reference No. 701536386**

1. You are invited to tender for OPC Cyprus - Soft Facilities Management contract in competition in accordance with the attached documentation.
2. The requirement is for the provision of Soft Facilities Management Services at British Forces locations in Cyprus.
3. The anticipated date for the contract award decision is 27th July 2023, please note that this is an indicative date and may change.
4. You must submit your Tender to arrive no later than 10.00 a.m. on 18th November 2022.
5. Please confirm receipt of this tender to the Commercial Officer 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. 701536386**

|  |  |
| --- | --- |
| **Supplier Name** | **Supplier Address and Phone No** |
| **Sodexo Limited** | 1 Southampton Row  London WC1B 5HA  Tel: N/P |
| **Ecolog International FZE** | W#38  Dubai Airport Free Zone  Dubai  United Arab Emirates  54464  Tel: +97142994500 |
|  |  |

This is one of six booklets as listed below that together comprise the tender documentation for the Overseas Prime Contract – Cyprus Soft 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During the Tender Process individual Booklets or documents within Booklets may be revised, withdrawn or added to.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.

|  |  |  |
| --- | --- | --- |
| **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 (Bespoke NEC3) |
| Booklet 3 of 6 | Service Information | Captures the Authority’s 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, Tender Response:  Pricing Schedule Workbook 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 to technical questions, mandatory submissions and declarations. |

**Document History Record (After Issue)**

|  |  |  |  |
| --- | --- | --- | --- |
| Date Issued | Version | Distribution | Reason for Change |
| 20/05/2021 | 1.0 | Via AWARD |  |
| 16/08/2021 | 1.1 | Via AWARD | Contents page - para 24 title amended; Para 10.2 - on-line briefings date inserted, slide pack availability date change. Timetable changes at para 20.1, Para 24.2 inserted, wording change para 34.2 and Annex C process map amended to include on-line briefings. Defform 532 added at Annex L. |
| 25/10/2021 | 1.2 | Via AWARD | Para 14.3 wording change, old para 14.4 removed, Para 16.1 contract duration wording change, Para 20.1 -Table -- date changes, Para 28.1 date changes, Para 29.2 wording change, Para 59.2 wording change, old para 59.3 removed, para 67.4-Table-Cyber wording change. Annex D- Q2 - page count wording change, Annex G CMP Module A - section wording change. |
| 17/01/2022 | 1.3 | Via AWARD | Page 3 - Number of listed potential suppliers amended, Para 20.1 Timetable changes, Para 28.1 date change, Para 46.1 date change, Para 71.6 Table - NPV removed, Para 72.1 date change, Para 75.1 date change. |
| 14/03/2022 | 1.4 | Via AWARD | Annex D Q8 change to Evidence required wording, Section B para 20 amended dates |
| 07/10/2022 | 1.5 | Via AWARD | Page 21/22 – Timetable Updated. Page 19 para 15.2 Tender Ceiling Price amended |

**Invitation To Negotiate   
for   
OPC Cyprus Provision of Soft 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 |
| CRL | Catering, Retail & Leisure |
| 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 |
| FRR | Fixed Retail rent |
| 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 |
| PJOBs | Permanent Joint Operating Bases |
| PQQ | Pre-Qualification Questionnaire |
| P & L | Profit & Loss |
| RNPP | Retail Needs Provision Payment |
| SAL | Security Aspects Letter |
| SAQ | Supplier Assurance Questionnaire |
| SME | Subject Matter Expert / Small or Medium Size Enterprise |
| SNITS | Special Notices and Instructions to Tenderers |
| SP | Service Personnel |
| 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 Authority"), 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.
  3. This ITN has been issued to all potential Tenderers chosen during the supplier selection stage, listed on Page 3 of this Special Notice of Instructions to Tenderers.
  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 Soft 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 paragraph10.3. 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 3.1 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 Authority 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 will be limited to a maximum of 2 AWARD licences.

* 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 paragraphs 22 and 23.

1. **Performance Management Regime**

9.1 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.

|  |  |  |  |
| --- | --- | --- | --- |
| **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 from ITN issue |
| Point of Contact Notification confirmed | Email to Point of Contact at Paragraph 10.3 | 10.13 | 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 | E-mail to Point of Contact at Paragraph 10.3 and via AWARD | 03 | Ongoing |
| Material changes since PQQ | AWARD | 5.1 | within five (5) working days |
| Tenderers on-line virtual briefing - with Retail & Leisure and Performance Management Regime SMEs 28 July 2021 | Email to Point of Contact at Paragraph 10.3 | 24 | Confirmation of availability at least twenty- four (24) hours before briefing |
| Tenderer’s Slide pack - available from w/c 09 August 2021 [TBC] | via AWARD | 24 | Confirmation of availability at least twenty- four (24) hours before release |
| Site Visit w/c 13 September 2021 - Confirmation of attendance | Email to Point of Contact at Paragraph 10.3 | 245 | at least seventy-two (72) hours before the expected session start time |
| Mid-Tender Review meetings w/c 27 September 2021 [TBC] confirmation of attendance | Email to Point of Contact at Paragraph 10.3 | 27 | within five (5) working days |
| Request for extension | Email to Point of Contact at Paragraph 10.3 | 09 | fourteen (14) working days before tender due date |
| Negotiation Meetings - Confirmation of attendance | Email to Point of Contact at Paragraph 10.3 | 03 | at least forty-eight (48) hours before the expected session start time |
| Clarification Questions | AWARD | 06 | 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 other administrative communications to the Authority, are to be made in writing to the Authority’s main contact as follows:

Point of Contact: OPC Cyprus SFM 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 Soft 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) 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 | Pension Actuary’s and TUPE Advice |

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

## **Security**

* 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.
  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.
  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.
  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 – Annex 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.
  5. The documents listed below are included in Booklet 4 – Virtual Data Room on Award:
     1. DEFSTAN 05-138 Issue 2 Cyber Security for Defence Suppliers
     2. Defence Cyber Protection Partnership Cyber Security Model Industry Buyer and Supplier Guide - Jun 18
     3. Industry Security Notice 2017/03 - Reporting of Security Incidents
     4. Industry Security Notice 2017/04 - Industry Supplier Guidance on DEFCON 658 (Cyber)
  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.

## **Cyber Risk Assessment**

* 1. Cyber Assurance is a Pass/Fail criteria. If a Contractor or Subcontractor fail this criteria they will be deemed as Non-Compliant and their Tender will be eliminated from any Final Technical or Commercial consideration.
  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’ compliance questionnaire using access code **RAR-HX8V8G6Q** at the link given at paragraph 04*,*  by the tender return date **31st March 2022.** 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:  <https://suppliercyberprotection.service.xgov.uk/> or <https://suppliercyberprotection.service.xgov.uk> (\* interim process details already provided)

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. This interface will be required for successful operation and management of the Contract. Information regarding interface requirements provided as it becomes available.

## **Tender Price Ceiling**

* 1. The Employer has identified a Tender Price Ceiling which outlines the maximum price that the Employer is willing to evaluate for this programme.
  2. The Tender Price Ceiling for OPC – Cyprus Soft FM is €219m.
  3. Tenderers are requested to price 7 years Core + Additional Services (AS).

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

## **Contract Length**

16.1 The Contract will be managed by the Employer and/or its agent or agents and will run from the Contract Award date for 5 (five) years plus a mobilisation period of up to 6 (six) months (unless terminated under the Terms and Conditions of Contract).

## **Contract Options**

17.1 There is the provision to extend the contract for up to an additional 2 (1+1) years at the Employer’s discretion.

## **Warranted Information**

* 1. The Level 2 warranty of information is outlined in Booklet 2 para 19.10.
  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.
  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**

## **Competitive Negotiated Procedure**

* 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.

## **Timetable**

* 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) | 20th May 2021 | The Employer | All Tenderers | 22/23 |
| |  | | --- | | Initial Tender Clarification period  Commences | | 20th May 2021 | The Employer | All Tenderers | 26 |
| Tenderers on-line virtual briefing - with Retail & Leisure and Performance Management Regime SMEs | 28th July 2021 | The Employer | All Tenderers | 24 |
| Tenderers Slide Pack availability | w/c 09th August 2021 | The Employer | All Tenderers | 24 |
| Site Visits | w/c 13th September 2021 | The Employer | All Tenderers | 245 |
| Mid-Tender Review Meetings | 4th – 13th October 2021 | Tenderers | The Employer | 247 |
| Final date for Initial ITN clarification questions | 26th November 2021 | Tenderers | The Employer | 28 |
| Final Date for Requests for Extension to Initial ITN return date | 13th December 2021 | Tenderers | The Employer | 29 |
| The Employer issues remaining Initial ITN Clarification Answers | 10th December 2021 | The Employer | All Tenderers | 30 |
| Initial Tender Submission return date | 10.00 a.m.  31st March 2022 | Tenderers | The Employer | 31 |
| Initial Tender Evaluation | 6th April- 20th May 2022 | The Employer | | 32 |
| Negotiation meetings | 22nd June 2022 – 5th July 2022 | The Employer | All Tenderers | 33 |
| Final ITN issued | 7th October 2022 | The Employer | All Tenderers | 36 |
| Final date for Final ITN clarification questions | 18h November 2022022 | Tenderers | The Employer | 28 |
| The Employer issues remaining Final ITN Clarification Answers | 25th November 2022022 | The Employer | All Tenderers | 28 |
| Final Tender submission return date | 10.00 a.m. 09th December 2022 | All Tenderers | The Employer | 0 |
| Appointment of successful supplier | 27th July 2023 | The Employer | All Tenderers | 38 |
| Standstill period | 28th July – 8th August 2023 | The Employer | All Tenderers | 40 |
| Contract Award | 06th September 2023 | The Employer | N/A | 41 |
| In Service Date | 07th March2024 | The Employer | N/A | 06 |

## **Changes to the Procurement Process**

* 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 discussion between the Employer and Tenderers during the negotiation and this, for example, may affect the outline timetable.
  2. The Employer reserves the right to undertake an iterative tendering process following receipt of the Tender.
  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.
  4. The Employer reserves the right to make whatever changes it sees fit to the structure or content of the procurement process.

## **Issue of ITN – Award Software**

* 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:
     1. Communication;
     2. Booklet 4 - Virtual Data Room (VDR);
     3. Tender Documentation availability;
     4. Tenderer Clarification Question Process (including any Requests for Information).
     5. Tender response
     6. AWARD Software operating instructions are available on AWARD once login and permissions are issued. Tenderers were advised on 10 May 2021 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 Soft 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.

## **Tenderers Slide Pack and on-line virtual briefing**

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.

24.2 Prior to release of the Tenderers Slide Pack being made available, Tenderers will be invited to attend a virtual on-line briefing with Retail & Leisure and Performance Management Regime SMEs.

**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 06 below.

25.3 For security purposes, Tenderers must provide a list of names of those attending the Site Visit to the Employer at least thirty (30) days 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 and return a Confirmation of Attendance Form prior to the site visits in line with timescales highlighted in paragraph 10.2. Should the Tenderer require more than the maximum number of attendees stated, they should make representation to the Point of Contact at paragraph 10.33.

25.4 The Site Visit is currently likely to take place week commencing w/c 13th September 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 only which will be managed through AWARD. In addition, Tenderers will have the opportunity during Initial Tender phase to ask clarification questions during the Tenderers Workshops meeting with the Employer [details to be provided] 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.

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 for 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 proper preparation of its’ Tender.

## **27. Mid Tender Review**

27.1 The Employer will engage with each Tenderer individually via Skype/Zoom/Teams [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 0 and 08.

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 Clarification Questions and Additional Information**

28.1 As per the table in paragraph 20.1, written clarification questions must be received no later than 10 a.m. GMT 26 November 2021 during Initial Tender stage, and 10.00 a.m. on 2nd September 2022 during Final Tender stage.

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

## **29. Request for Extension**

29.1 The Tenderer must make requests for any extensions in writing via AWARD to the Commercial Team contact, by the dates outlined in paragraph 20.1. Any extension is

at the sole discretion of the Employer and if granted will be granted to all Tenderers.

29.2 Any request for extension of the period for tendering must be received by the due date highlighted in the table at para 20.1, but no undertaking can be given that an extension will be granted.

## **30. Final Clarification Answers**

30.1 The Employer and Tenderers will 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 be given.

30.2 Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Employer will endeavour to ensure that you have at least 10 working days to submit your Tender.

## **31. Initial Tender Submission**

31.1 Initial Tenders shall be submitted electronically via AWARD, in accordance with the instructions detailed in

**Section E – Instructions on Submitting**.

## **32. Initial Tender Evaluation**

32.1 Initial Tenders shall be assessed to ensure that all documentation has been received. All tenderers who submit a fully complete tender will be invited to undertake negotiations with the Employer. Tenderers who have not provided a complete tender will be notified at this point that their bid will not be taken forward.

32.2 Further details can be found in Section D – Tender Evaluation.

## **33. Negotiation Meetings**

33.1 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.

33.2 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.

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

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

33.5 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.

## **34. Negotiation Topics**

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

34.2 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);
* Retail and leisure;
* 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.

## **35. Negotiation Team**

35.1 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.

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

## **36. Final Tender Issue and Submission**

36.1 Following the negotiation meetings, the Employer will issue Final Tender Submission instructions. Final Tenders shall be submitted electronically via AWARD, with a priced and an unpriced copy in accordance with the instructions detailed in

**Section E – Instructions on Submitting**.

36.2 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.

36.3 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

## **37. Evaluation of Final Tender Submission**

37.1 Final Tender Submissions will be evaluated using the methodology detailed in Paragraph 01 - 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.

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

37.3 Further details can be found in Section D – Tender Evaluation.

## **38. Appointment of Successful Tenderer**

38.1 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 04.

## **39. Deselection of Successful Tenderer**

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

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

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

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

39.1.4 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.

## **40. Standstill Period**

40.1 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.

40.2 Further information is available at paragraph 04.

**41. Contract Award**

41.1 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).

## **42. Tenderers’ Debrief**

42.1 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.

## **43. Withdrawal from Tendering**

43.1 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 Soft FM to the address at paragraph 10.3 and in accordance with paragraph 3.1.7

43.2 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.

## **44. Disposal of Unsuccessful Tenders**

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

## **45. Mobilisation**

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

## **46. In Service Date**

46.1 The In Service Date is expected to be 26th February y 2024, however, this date may be subject to change.

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

## **47. Tender Submission Instructions**

47.1 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.

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

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

47.4 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).

47.5 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.

47.6 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.

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

## **48. Validity**

48.1 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 0.

## **49. Variant Bids**

49.1 The Employer will not evaluate any Variant Bids during this competition.

## **50. Tender Submission Details**

50.1 The table below 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 | Initial and Final Tender | Booklet 5 | 01 |
| Supporting Information to Pricing Schedule Workbook | Initial and Final Tender | Booklet 5 | 01 |
| DEFFORM 47 - Offer | Initial and Final Tender | Booklet 6 and Booklet 1 Annex A | 02 |
| Returns Supporting DEFFORM 47 | Initial and Final Tender | Booklet 6 and Booklet 1 Annex B | 03 |
| Insurance Response | Initial and Final Tender | Booklet 6 and Booklet 1 Annex H | 04 |
| Certificate of Acceptance of all Conditions of Contract (excluding those listed in Insurance Response) and AWARD Compliancy Matrix | Initial and Final Tender | Booklet 6 and Booklet 1 Annex I | 05 |
| Certificate of Compliance for Booklet 3 | Initial and Final Tender | Booklet 6 and Booklet 1 Annex J | 06 |
| Technical Questions | Initial and Final Tender | Booklet 6 and Booklet 1 Annex D | 07 |
| Government Buying Standards for Cleaning – Mandatory Returns Declarations and list of products Instructed | Initial and Final Tender | Booklet 6 and Booklet 1 Annex M | N/A |
| Retail and Leisure BP P&L, Sensitivity Analysis and CAPEX return | Initial and Final tender | Booklet 6 and Booklet 1 Annex N | 58 |
| HR / TUPE/ARD | Initial and Final Tender | Booklet 6 | 08 |
| Cyber Response | Initial and Final Tender | AWARD and via online tools | 59 |
| Parent Company Guarantee | Initial and Final Tender | Booklet 2 – Annex C | 60 |
| Summary document detailing documents that have been replaced, amended or unchanged. | Final Tender Only | Booklet 6 | 01 |

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

51.1 Full instructions for completion of the Pricing submission are contained within Booklet 5 – Pricing Schedule Workbook.

51.2 In order to be a complete tender at Tender Evaluation, the Tenderer must provide a completed Pricing Schedule Workbook.

51.3 Cost will be evaluated in accordance with paragraph 69.3.

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

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

52.2 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.

52.3 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.

52.4 Tenderers must include the original signed DEFFORM 47 (Offer) of this ITN with the hard copy of the priced Tender.

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

53.1 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 – Annex A and Annex B, respectively. Key forms are provided in Booklet 6 and Booklet 1. These include, but may not be limited to:

53.1.1 **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.

53**.**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.

53**.**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.

## **54. Instructions for Insurance Response**

54.1 Tenderers are required to provide a response in Booklet 6. The Insurance response will be evaluated by MOD specialist Insurance provider Willis Tower Watson, using the template provided.

54.2 The criteria for achieving a Pass or Fail for this aspect of the Commercial evaluation are set out in Annex H.

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

55.1 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).

55.2 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.

55.3 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).

55.4 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 Responses as outlined in paragraph 0). A Fail will be achieved if the Tenderer is unable to provide this confirmation.

## **56. Instructions for Booklet 3 - Confirmation of Compliance**

56.1 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.

56.2 Tenderers will be required to provide a Booklet 3 – Confirmation of Compliance Certificate.

56.3 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.

## **57. Instructions for Technical Questions**

57.1 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.

57.2 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.

57.3 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.

57.4 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.

57.5 Tenderers responses to Technical Questions set out in Booklet 6 will if accepted, form binding contractual obligations and form the contents of the Contractors 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.

57.6 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. 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** |
| Management Plans (various) \* | Q 2  Responses will be incorporated into Booklet 6 | A, Leaflet AL- 06 |
| Waste Management Plan | Q 2,11  Response will be incorporated into Booklet 6 | A, H |
| Marketing and Communications Plan | Q2,5  Response will be incorporated into Booklet 6 | A, H |
| Joint Relationship Management Plan | Q2  Response will be incorporated into Booklet 6 | A |
| Mobilisation Plan | Q2,6  Response will be incorporated into Booklet 6 | A |
| Exit Management Plan | Q2,6  Response will be incorporated into Booklet 6 | A |
| Catering and Retail Plans | Q2,8  Response will be incorporated into Booklet 6 | A, H |
| Booklet 3 – Confirmation of Compliance | Booklet 6 | N/A |

**\* a full list of required plans can be found in Booklet 3 Module A Leaflet AL-06**

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

58.1 Tenderers are drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time 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.

58.2 TUPE INFORMATION PROVIDED FOR TENDERING PURPOSES

58.2.1 TUPE/ARD information in respect of the current employees is provided in the Virtual Data Room (VDR), reference Booklet 4A-Folder 7. 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.

58.2.2. 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.

58.3 STAFF TRANSFER PROPOSALS

58.3.1 Tenderers are required to submit a Staff Transfer Proposal as part of their tender submission, which will be evaluated against Question 13 relating to Staff transfers as detailed at Annex G to Booklet 2 – Transfer Regulations must address the following areas:

58.4 HR Transition Deliverables

58.4.1 The 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:

58.4.1.1 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.

58.5 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.

58.6 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.

58.7 Redundancy Management

58.7.1 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.

58.7.2 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 Authority 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.

58.7.3 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 Authority 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.

58.7.4 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.

58.8 HR Sustainability

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

58.8.2 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.

58.9 Pensions

58.9.1 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.

58.9.2 Tenderers shall comply with their employment, pensions and associated obligations set out in Booklet 2 Annex G (*Transfer Regulations*) and Clauses 85.

58.10 Retail and Leisure

58.10.1 Supplementary information on Retail and Leisure requirements can be found in this Booklet 1 Annex N and Booklet 3 Module H.

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

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

59.2 The Contractor and all sub-contractors are to have completed the ‘Cyber Supplier Assurance’ compliance questionnaire using access code **RAR-HX8V8G6Q** at the link given at paragraph 04*,*  by the tender return date **31st March 2022.** The Employer will not accept Tenders that have not completed the process.

59.3 This 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 details already provided)

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

60.1 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 18 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:

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

60.1.2 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

60.1.3 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.

60.2 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.

## **61. Instructions for Summary Document Detailing Documents that have been Replaced, Amended or Unchanged**

61.1 Tenderers **must** provide a summary document at submission of Final Tender stipulating which documents have been replaced, amended or remain unchanged from the Tenderer’s Initial Tender submission.

61.2 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.

# **Section D – Tender Evaluation**

This section details the evaluation process and the evaluation method.

## **62. Tender Evaluation Overview**

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

62.2 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.

62.3 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.

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

62.5 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.

62.6 The Employer will undertake a Most Economically Advantageous Tender evaluation using the Weighted Value for Money methodology, as outlined in paragraph 00.

62.7 As noted in para 37. **Evaluation of Final Tender Submission**, the approved weightings for OPC – Cyprus Soft FM to be applied in the MEAT evaluation are:

62.7.1 60% Non-Cost

62.7.2 40% Cost

## **63. Initial 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 0- 71.6 |
|  | Technical Questions evaluated as described in paragraphs 0- 06 and technical score awarded for each question. | | |
| **Step 11** | At this point, all complete Tenders will be invited to Stage 2 – Negotiations Phase. | | |

## **64. 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. |

## **65. Final Tender Evaluation- Stage 3**

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

## **66. Employer’s Evaluation Team**

66.1 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.

66.2 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.

## **67. Commercially Compliant Tenders**

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

67.2 As outlined in Paragraph **Error! Reference source not found.**, the Tender Price Ceiling for OPC – Cyprus Soft FM is outlined in para.

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

67.4 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 Acceptance  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. |

## **68. Technically Compliant Tender**

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

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

68.2.1 Been deemed Commercially Compliant by returning acceptable Commercial Documentation as described in paragraph 67 above.

68.2.2 Submitted responses to all Technical Questions in Booklet 6.

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

68.3.1 Not responded to all Technical questions in Booklet 6 outlined in Table 2, Technical Questions Weightings.

68.3.2 Failed to meet the evaluation scoring requirements outlined in para 70.3.

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

69.1 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.

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

69.2.1 60% Non-Cost

69.2.2 40% Cost

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

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

*69.3.1.1 Technical* – the elements and approach to the technical evaluation are provided in paragraph 00.

69.3.2 **Cost** (40%): evaluated by reference to Pricing Instructions provided in Booklet 5.

69.4 Further information can be found at Paragraph 00.

## **70. Non-Cost Evaluation**

70.1 Responses to the Technical Questions will be scored in line with the Guidance in Table 1: Technical Questions Scoring Criteria at paragraph 05.

70.2 For the avoidance of any 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.

70.3 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.

70.3.1 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

70.4 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.

**70.5 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 |

70.6 A table summarising the Weighting and assessment for each question is provided in Booklet 1 - 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.

70.7 Table 2: Technical Questions Weighting

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Question** | **Evaluation** | **Weighting** |
| Q: 1 | Planning, Delivery and Assuring Services | Scored | 5% |
| Q: 2 | Management Information and Plans | Scored | 10% |
| Q: 3 | Collaborative Working | Scored | 3.5% |
| Q: 4 | Sustainability | Scored | 5% |
| Q:5 | Social Value | Scored | 5% |
| Q: 6 | Mobilisation and Exit Strategy | Scored | 11% |
| Q: 7 | Accommodation, Hotel and MESS Services | Scored | 8% |
| Q: 8 | Retail and Leisure Services | Scored | 12% |
| Q: 9 | Assuring the Quality of MESS Catering Services | Scored | 12% |
| Q: 10 | Cleaning: Resources, Assurance Methods and Standards | Scored | 8% |
| Q: 11 | Waste Management Service | Scored | 8% |
| Q: 12 | Support to Operations | Scored | 2.5% |
| Q: 13 | HR/TUPE/ARD | Scored | 10% |
|  |  | Total | 100 |

70.8 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.

**71. MEAT Evaluation: Weighted Value for Money (WVfM) Index**

71.1 As outlined in Paragraph 0 the approved weightings for OPC – Cyprus is 60/40 in terms of the Non-Cost/ Cost split adopting the WVfM Index MEAT Evaluation methodology.

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

71.3 The Cost will have been determined in line with Booklet 5 – Pricing Schedule Workbook, and for the purposes of the evaluation this will consist of a Whole Life Cost for 7(seven) years drawn from the Grand Total on the “Cyprus CPI Indexed Summary” of Booklet 5.

71.4 The Employer will use the following calculation to determine the Tenderer’s WVfM Index score.

Where:

* Non-Cost Score is represented by 0-100, reflecting the percentage score \* 100
* Cost is represented by a € Euro 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

71.5 Following calculation of the Non-Cost Score, this is input to the WVfM index formulae, which can be illustrated as follows where in this case, wQ=60% and wC=40% giving:

71.6 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 |

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

71.8 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**

## **72. Initial Tender Submission**

72.1 Initial Tender Submission must be sent electronically via the AWARD® Virtual Tender Board by 10.00 a.m. on 31st March 2022 as per process highlighted in para 74 below. Tenderers are required to submit an electronic online tender response to ITN Ref No: 701536386.

72.2 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 for their AWARD submission.

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

## **73. Final Tender Submission**

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

73.2 When submitting their Final Tenders, Tenderers should follow the submission instructions for Tender Submission at paragraph 75 for Booklets 5 and 6.

73.3 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.

73.4 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.

## **74. Tender Submission Documentation**

* + 1. 74.1 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 | Initial and Final Tender | Booklet 5 | 01 |
| Supporting Information to Price | Initial and Final Tender | Booklet 5 | 01 |
| DEFFORM 47 - Offer | Initial and Final Tender | Booklet 6 and Booklet 1 Annex A | 01 |
| Returns Supporting DEFFORM 47 | Initial and Final Tender | Booklet 6 and Booklet 1 Annex B | 03 |
| Insurance Response | Initial and Final Tender | Booklet 6 and Booklet 1 Annex H | 04 |
| Certificate of Acceptance of all Conditions of Contract (excluding Insurance Forms) and AWARD Compliancy Matrix | Initial and Final Tender | Booklet 6 and Booklet 1 Annex I | 05 |
| Certificate of Compliance for Booklet 3 | Initial and Final Tender | Booklet 6 and Booklet 1 Annex J | 06 |
| Technical Questions | Initial and Final Tender | Booklet 6 and Booklet 1 Annex D | 07 |
| Government Buying Standards for Cleaning – Mandatory Returns Declarations and list of products Instructed | Initial and Final Tender | Booklet 6 and Booklet 1 Annex M | N/A |
| Retail and Leisure BP P&L, Sensitivity Analysis and CAPEX returns | Initial and Final Tender | Booklet 6 and Annex N | 58 |
| HR / TUPE/ARD | Initial and Final Tender | Booklet 6 | 08 |
| Cyber Responses | Initial and Final Tender | AWARD and via online tools | 59 |
| Parent Company Guarantee | Initial and Final Tender | Booklet 2 – Annex C | 60 |
| Summary document detailing documents that have been replaced, amended or unchanged. | Final Tender Only | Booklet 6 | 01 |

## **75. Submission of your Tender**

75.1 Your Initial Tender must be submitted electronically via the AWARD® Virtual Tender Board by 10:00 GMT on 31st March 2022. Hard copy, paper or delivered digital tenders (e.g. DVD) are no longer required and will not be accepted by the Employer.

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

75.3 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.

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

75.5 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.

75.6 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).

75.7 Tenderers correspondence connected with their Tender which requires attention before the due date should follow the Clarification Process in paragraph 0.

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

75.9 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 participating in the next stages of the procurement process.

## **76. Samples**

76.1 Samples are not required.

# **Section F – Conditions of Tendering**

## **77. Conditions of Tendering**

77.1 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 acceptance of contract, is a matter solely for your commercial judgement. The Employer reserves the right to:

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

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

77.1.3 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;

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

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

77.1.6 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;

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

77.1.8 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:

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

77.2 The contract will be entered into when the Employer sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph 48 and subject to paragraph 04.

77.3 It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in paragraph 08. 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) 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.

## **78. Conforming to the Law**

78.1 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.

78.2 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.

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

79.1 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)

## **80. Conflicts of Interest**

80.1 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.

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

80.2.1 manner of operation and management;

80.2.2 roles and responsibilities;

80.2.3 standards for integrity and fair dealing;

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

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

80.2.6 the Employer’s rights of audit; and

80.2.7 physical and managerial separation.

80.3 Tenderers have also signed and returned the OPC Ethical Walls Agreement (EWA) which was sent to all Tenderers via email on the 26th 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.

80.4 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.

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

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

81.1 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.

## **82. Government Furnished Assets**

82.1 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. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

## **83. Standstill Period**

83.1 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.

## **84. Publicity Announcement**

84.1 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 Booklet 6 and associated instructions in Booklet 6. DEFFORM 539A itself is included in Booklet 6

84.2 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.

84.3. 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 Soft FM Project team and Employer’s Security branch responsible for clearance of publicity material for open publication.

84.4. 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.

84.5 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.

## **85. Sensitive Information**

85.1 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.

85.2 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.

85.3 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/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.

## **86. Reportable Requirements**

86.1 Listed in the DEFFORM 47 (Offer) – Booklet 6 Annex A 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.

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

86.3 Additional information provided in response to Booklet 6 – Annex A may be used to support the Employer’s evaluation of your tender, as detailed in paragraph 03.

86.4 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.

## **87. Specific Conditions of Tendering**

87.1 The Employer requires option pricing for possible extension years 1 and 2 as detailed 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 Authority shall apply.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any contract resulting from this competition shall be subject to English Law  \*Where ‘No’ is selected, Scots Law will apply. | | | | | Yes / No\* | |
| **Total Value of Tender (excluding VAT)** | | | | | | |
| £ ………………………………………………………………………………………………………………………  WORDS ................................................................................................................................................................................ | | | | | | |
| **UK Value Added Tax** | | | | | | |
| If registered for Value Added Tax purposes, please insert:  a. Registration No ..........................................  b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... | | | | | | |
| **Location of work (town / city) where contract will be performed by Prime:** | | | | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) | | | | | | |
| Tier 1 Sub-contractor Company Name | Town / city to be  Performed | | Contractor Deliverables | Estimated Value | | SME  Yes / No |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
| **Mandatory Declarations** (further details are contained in 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 Authority Regulatory Articles? | | | | Yes / No / Not Required | | |
| Have you completed the additional Mandatory Requirements? | | | | Yes / No / Not Required | | |
| \*If selecting Yes to any of the above questions, please attach the information detailed in 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 Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  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 Authority 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 Authority’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 Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

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

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the 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 named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Employer to make a decision whether the export can or cannot be made under the US-UK Defence Trade Co-operation Treaty. The Employer shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty’s Revenue & 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).

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 the Employer. 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 Authority (MAA) Requirements

28. In July 2011 the Military Aviation Authority (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 59 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: [Authorityrelations@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 Authority very much hopes you will want to provide your support.

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

ITN Issued

Tenderers Slide Packs issued & on-line briefing held

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

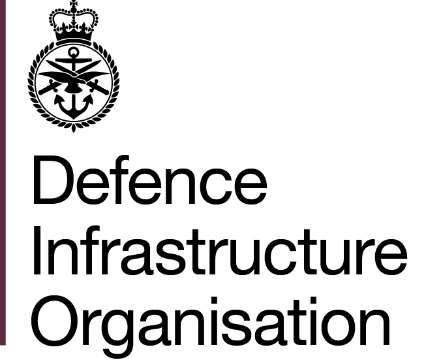
**AWARD Submission & Evaluation Process**

AWARD opens for Employer Response to Clarifications

**Procurement Process**

Mid-tender Reviews

**Annex D – Evaluation Methodology**



**OVERSEAS PRIME CONTRACT**

**Cyprus Soft Facilities Management**

**INVITATION TO NEGOTIATE**

**Evaluation Questions and Scoring Methodology**

**Question Set**

|  |  |  |
| --- | --- | --- |
| **Serial** | **Question** | **Weightings** |
| Q1 | Planning, Delivery and Assuring Services | 5% |
| Q2 | Management Plans and Information | 10% |
| Q3 | Collaborative Working | 3.5% |
| Q4 | Sustainability | 5% |
| Q5 | Social Value | 5% |
| Q6 | Mobilisation and Exit | 11% |
| Q7 | Accommodation/Hotel and Mess Services management and cooperation | 8% |
| Q8 | Retail and Leisure Services including Plans and Marketing | 12% |
| Q9 | Assuring the quality of the Catering Service | 12% |
| Q10 | Cleaning: Resources, Assurance Methods and Standards | 8% |
| Q11 | Waste Management, Strategies Plans and Recording | 8% |
| Q12 | Support to Operations, Module V – Leaflet 01, 02 & 03 | 2.5% |
| Q13 | HR/TUPE/ARD | 10% |

**Scoring Criteria**

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

**Q: 1 – Planning, Delivering and Assuring Services**

**Background:**

The roles of Tenderer’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 Soft FM services provides a vital contribution to this overall capability and the lived experience of Service Personnel and the wider Defence community in Cyprus.

**Aim:**

Ensure the provision of consistent quality Soft FM services for the life of the contract by attracting, retaining, motivating and developing a diverse and inclusive, highly skilled management team and workforce underpinned by a robust Quality Management System tailored to the unique operating environment in British Forces Cyprus.

**Question:**

The Tenderer shall describe:

* their proposed robust Quality Management System tailored to the unique operating environment in British Forces Cyprus
* their proposed organisations’ culture and operational onboarding processes of employees to deliver the new contract
* their proposed recruitment processes to ensure continuity of service and attract diverse and inclusive high calibre new employees
* their proposed HR practices that support the retention, motivation, continual training and development of a highly skilled management team and workforce for the duration of the Contract.
* their proposed required management structure of dedicated key personnel to lead the delivery of the outputs at each Establishment and on-island
* their proposed services in support of the contract will be provided through central overhead reach-back by Subject Matter Experts (SME)

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Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements**

Booklet 4 Module A, Module H

**Scoring Guidance**

|  |  |
| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence of all the following:   1. the required management structure of dedicated key personnel to lead the delivery of the outputs at each Establishment and on-island 2. the robust Quality Management System tailored to the unique operating environment in British Forces Cyprus 3. the Organisations’ culture and operational onboarding of employees to deliver the new contract 4. the recruitment processes to ensure continuity of service and attract diverse and inclusive high calibre new employees 5. the HR practices that support the retention, motivation, training and development of a highly skilled management team and workforce 6. the services in support of the contract that will be provided through central overhead reach-back by Subject Matter Experts |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, concise and verifiable evidence of both of the following:   1. the required management structure of dedicated key personnel to lead the delivery of the outputs at each Establishment and on-island 2. the robust Quality Management System tailored to the unique operating environment in British Forces Cyprus   The Tenderer has provided clear, concise and verifiable evidence of 3 of the following:   1. the Organisations’ culture and operational onboarding of employees to deliver the new contract 2. the recruitment processes to ensure continuity of service and attract diverse and inclusive high calibre new employees 3. the HR practices that support the retention, motivation, training and development of a highly skilled management team and workforce 4. the services in support of the contract that will be provided through central overhead reach-back by Subject Matter Experts |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence of both of the following:   1. the required management structure of dedicated key personnel to lead the delivery of the outputs at each Establishment and on-island 2. the robust Quality Management System tailored to the unique operating environment in British Forces Cyprus   The Tenderer has provided clear, concise and verifiable evidence of 2 of the following:   1. the Organisations’ culture and operational onboarding of employees to deliver the new contract 2. the recruitment processes to ensure continuity of service and attract diverse and inclusive high calibre new employees 3. the HR practices that support the retention, motivation, training and development of a highly skilled management team and workforce 4. the services in support of the contract that will be provided through central overhead reach-back by Subject Matter Experts |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, concise and verifiable evidence of both of the following:   1. the required management structure of dedicated key personnel to lead the delivery of the outputs at each Establishment and on-island 2. the robust Quality Management System tailored to the unique operating environment in British Forces Cyprus   The Tenderer has provided clear, concise and verifiable evidence of 1 of the following:   1. the Organisations’ culture and operational onboarding of employees to deliver the new contract 2. the recruitment processes to ensure continuity of service and attract diverse and inclusive high calibre new employees 3. the HR practices that support the retention, motivation, training and development of a highly skilled management team and workforce 4. the services in support of the contract that will be provided through central overhead reach-back by Subject Matter Experts |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided any clear, concise and verifiable evidence of the following:   1. the required management structure of dedicated key personnel to lead the delivery of the outputs at each Establishment and on-island 2. the robust Quality Management System tailored to the unique operating environment in British Forces Cyprus |

**Q: 2 – Management Plans and Information**

*Background:*

The Tenderer shall provide plans as defined in Booklet 3 and provide Management Information (MI) on the services specified. The Tenderer shall produce professionally presented, clear, realistic and fully resourced plans to ensure all stages of the Contract have been thought-through and are achievable. MI procedures need to be flexible and able to react to emergency and Ad Hoc information requests.

Secure and controlled access to MI and Service Plans will support the preparation, delivery and review of the Services and is essential to transparency for all parties. Through the MI, the Tenderer is to ensure that End Users are receiving the right services to the standard required and that Defence requirements for Value for Money are met. End User and Employer feedback and comment must be captured and actioned and form part of the continual development of the services incorporating the planning, delivery, review (including performance measurement reports), improve cycle.

*Aims:*

To ensure the Tenderer has planned and resourced the Services. To report on service delivery and continually improve the Services.

**Question:** The Tenderer shall provide plans as defined in Booklet 3, Module A. The Tenderer shall produce professionally presented, clear, realistic and fully resourced plans to ensure all stages of the Contract have been thought-through and are achievable.

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**Applicable Requirements**

Booklet 3 Module A, Leaflets AL-03, AL-04, AL-06, Module H.

**Scoring Guidance:**

|  |  |
| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all of the following are true:   1. Planned and short notice MI will be available in the right format, at the right times and be accessible to all appropriate parties. 2. All plans required in the Contract will be produced in the right format, at the right times and be accessible to all appropriate parties. 3. All plans and reports will be created, shared and stored in accordance with extant Security and Assurance legislation and MOD policies. 4. There is flexibility to create Ad Hoc bespoke plans and reports. 5. Paperless planning and reporting will be used wherever practicable. 6. It is simple to understand processes and procedures for access to, and use of Plans and MI. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that all three of the following are true:   1. Planned and short notice MI will be available in the right format, at the right times and be accessible to all appropriate parties. 2. All plans required in the Contract will be produced in the right format, at the right times and be accessible to all appropriate parties. 3. All plans and reports will be created, shared and stored in accordance with extant Security and Assurance legislation and MOD policies.   The Tenderer has provided clear, concise and verifiable evidence of 2 of the following are true   1. There is flexibility to create Ad Hoc bespoke plans and reports. 2. Paperless planning and reporting will be used wherever practicable. 3. It is simple to understand processes and procedures for access to, and use of Plans and MI. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all three of the following are true:   1. Planned and short notice MI will be available in the right format, at the right times and be accessible to all appropriate parties. 2. All plans required in the Contract will be produced in the right format, at the right times and be accessible to all appropriate parties. 3. All plans and reports will be created, shared and stored in accordance with extant Security and Assurance legislation and MOD policies.   The Tenderer has provided clear, concise and verifiable evidence of 1 of the following is true:   1. There is flexibility to create Ad Hoc bespoke plans and reports. 2. Paperless planning and reporting will be used wherever practicable. 3. It is simple to understand processes and procedures for access to, and use of Plans and MI. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that only three of the following are true.   1. Planned and short notice MI will be available in the right format, at the right times and be accessible to all appropriate parties. 2. All plans required in the Contract will be produced in the right format, at the right times and be accessible to all appropriate parties. 3. All plans and reports will be created, shared and stored in accordance with extant Security and Assurance legislation and MOD policies. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that only two or less of the of the following are true.   1. Planned and short notice MI will be available in the right format, at the right times and be accessible to all appropriate parties. 2. All plans required in the Contract will be produced in the right format, at the right times and be accessible to all appropriate parties. 3. All plans and reports will be created, shared and stored in accordance with extant Security and Assurance legislation and MOD policies. |

**3 – Collaborative Working**

**Background:**

One of the fundamental characteristics of any successful contracting arrangement is the building of effective relationships. A joint commitment to collaborative working can help move this contract towards a successful mobilisation and operation. For Soft FM services this does not only mean identifying opportunities for cost and time efficiencies but also developing more effective roles and responsibilities to achieve aligned objectives focused on meeting and exceeding the customers and end-users expectations. This is what will largely define the success of the partnership.

The mutual focus on continual improvement in the delivery of the services will inevitably lead to the DIO and the Tenderer having greater knowledge of each other, and more fully appreciating the benefits that can be derived from the joint development of shared goals rather than short-term exploitation. ISO 44001 accreditation provides a robust and neutral platform on which both parties can reap the benefits of collaborative working and will be sought for this contract.

**Aim:**

Ensure that the benefits of collaborative working support the delivery of Soft FM services and drive innovation and continuous improvement

**Question:**

The Tenderer shall provide an outline roadmap of the intended approach to follow in engaging with the DIO, to gain ISO 44001 accreditation (along with any others such as Key Account Management) to aid transition and full service delivery, utilising tools and techniques to develop and measure collaborative relationships.

Tenderers response shall include a draft Joint Relationship Management Plan (JRMP) compliant to ISO 44001, based on the general contents guide provided below. For the value creation stage, a progressive benefits management plan should be included as an appendix to the JRMP and detail year by year projected growth in continual improvement opportunities and innovation programmes with expected outcomes defined.

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Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements**

Booklet 3, Module A, Leaflet A-01, para 5.6

**Joint Relationship Management Plan – General Contents Guide**

|  |  |
| --- | --- |
| General | * Overview of relationship programme * Business objectives (update to joint objectives when partner selected) * Roles & Responsibilities (update when partner selected) * Outline of management/governance structure (when agreed with partner selected) * Summary of contract arrangements (if applicable after selection) * Identify principles for visions, values & behaviours (possible team charter) |
| Awareness | * Identify Senior Executive responsible * Identify business objectives & drivers * Incorporate benefits analysis * Identify implementation processes or links to existing procedures & processes * Identify constraints and initial risks * Identify resources & skills development requirements |
| Knowledge | * Identify operating models, measurement & practices to be utilised * Identify performance objectives the relationship is expected to deliver * Establish levels of authority * Identify High level risks including business continuity issues * Identify potential partners * Identify communication plan to ensure stakeholder management |
| Internal Assessment | * Identify strengths, weaknesses within the Organisation (update when partner selected) * Incorporate areas for development/action (update when partner selected) * Establish the partner selection criteria to be used in the partner selection * Identify appropriate development programmes to be used in the working together stage |
| Partner Selection | * Incorporate assessment of potential partners * Incorporate methodology for evaluating the collaborative capabilities & culture * Incorporate evaluation of selected partner |
| Working Together | * Identify key areas of concern or constraint for each Organisation * Identify joint process to manage knowledge & information flows across relationship * Establish a joint programme to assess & develop skills across the relationship * Incorporate focus change or improvement programmes * Establish both a joint risk & opportunity management plan |
| Value Creation | * Incorporate value creation & innovation processes * Incorporate continued improvement programme * Establish a process for monitoring value creating initiatives & outcomes |
| Staying Together | * Incorporate a joint programme for reviews, performance measurement & reporting * Incorporate process issue resolution at the appropriate levels * Incorporate measures to monitor & maintain appropriate behaviours |
| Exit Strategy | * Incorporate joint exit strategy * Identify potential triggers for disengagement |

**Scoring Guidance**

|  |  |
| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. An outline roadmap clearly demonstrates the intended approach to engage and partner with DIO from transition (from ISD) through to full-service delivery (BAU), to gain ISO 44001 accreditation along with any others that are relevant (such as KAM). 2. The draft JRMP is populated in accordance with the guidance provided, in order to demonstrate the intended (to-be) approach in sufficient detail, to manage and significantly enhance the partnering relationship with some suggested measures to benchmark progress. 3. A benefits management plan is provided (as an appendix to the JRMP), that clearly outlines detailed year by year projected growth in continual improvement opportunities and innovation programmes with expected outcomes defined. A process has been provided that includes both parties in the process and describes how it will work. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. An outline roadmap clearly demonstrates the intended approach to engage and partner with DIO from transition (from ISD) through to full-service delivery (BAU) to gain ISO 44001 accreditation along with any others that are relevant (such as KAM). 2. The draft JRMP is populated in accordance with the guidance provided, in order to demonstrate the intended (to-be) approach in reasonable detail, to manage the partnering relationship with some suggested measures to benchmark progress. 3. A benefits management plan is provided (as an appendix to the JRMP) that outlines year by year projected growth in continual improvement opportunities and innovation programmes. A process (or narrative) has been included that includes both parties in the process |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. An outline roadmap clearly demonstrates the intended approach to engage and partner with DIO from transition (from ISD) through to full-service delivery (BAU) to gain ISO 44001 accreditation along with any others that are relevant (such as KAM). 2. The draft JRMP demonstrates the intended (to-be) approach to manage the partnering relationship in some detail 3. A benefits management plan is provided (as an appendix to the JRMP) that outlines year by year projected growth in continual improvement opportunities and innovation programmes. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided evidence that no more than 2 of the following are true:   1. An outline roadmap shows an approach to engage and partner with DIO demonstrating some understanding of ISO 44001 principles. 2. The draft JRMP demonstrates the intended (to-be) approach to manage the partnering relationship in some detail 3. A benefits management plan is provided (as an appendix to the JRMP) that outlines year by year projected growth in continual improvement opportunities and innovation programmes. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence and fails to meet the above standard. |

**Q4 - Sustainability**

**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. To meet the Government Buying Standards.

**Question:**

Tenderers are to clearly describe the approach they will take to managing sustainability through the life of the contract, both within their own operations and in their supply chain. Explain the methods they 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. Responses shall include the systems that you will put in place to ensure that the Government Buying Standards for ‘Cleaning Products & Services’ and for ‘Food & Catering Services’ will be met, and that consumable single use plastics will be minimised.

Tenderers may choose to base the headings of their response document on the confidence characteristics below, in the same numerical order, to achieve the most targeted response possible.

1. Provide an explanation of how they deliver the Services to ISO 20400 ensuring sustainability risk is identified and mitigated through the supply chain. Details of their Environmental Management System (EMS) for all services that meet ISO 14001:2015 and how it shall cover all operations executed under Contract. Clear demonstration of their approach to Sustainability.

2. How they intend to provide energy usage data reporting to the Employers utilities team to support the MOD objectives regarding energy consumption, in accordance with the requirements stated in Booklet 3, A-01, para 9.5. Utilities and Utility Suppliers?

**Evidence Required:**

Describe the approach you will take to managing sustainability through the life of the contract, both within their own operations and in their supply chain.

Explain the methods you will use to identify sustainability risks and opportunities, including protection of the environment, efficient use of resources and resilience to climate fluctuations and changes in resource availability.

Describe the systems that you will put in place to ensure that the Government Buying Standards for ‘[Cleaning Products & Services’](https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-cleaning-products-and-services) and for ‘[Food & Catering Services’](https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services) will be met, and that consumable single use plastics will be minimised.

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Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements**

Booklet 3 Module H, Leaflets HL-01A, HL-01B, HL-08 & HL-10

**Scoring Guidance**

|  |  |
| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all of the following are true:   1. There is a coherent, integrated and innovative strategy to managing sustainability through the life of the contract. 2. The methods described to identify sustainability risks and opportunities are robust and comprehensive. 3. There is a clear and practical plan to meet the Government Buying Standards, including a description on how the plan will be implemented. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided robust evidence that all of the following are true:   1. There is a coherent and integrated strategy to managing sustainability through the life of the contract. 2. The methods described to identify sustainability risks and opportunities are robust and comprehensive. 3. There is a clear and practical plan to meet the Government Buying Standards. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided robust evidence that all of the following are true:   1. There is an appropriate strategy for managing sustainability through the life of the contract. 2. The methods described to identify sustainability risks and opportunities should largely be effective. 3. The plan outlined to meet the Government Buying Standards is broadly satisfactory. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The evidence that the Tenderer has provided gives rise to at least one of the following concerns:   1. The Tenderer has described an approach to managing sustainability that is unlikley to be effective. 2. The methods described to identify sustainability risks and opportunities are not suitable. 3. The Tenderer is unlikely to meet the Government Buying Standards. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence for the Tenderers' approach to managing sustainability. |

**Q: 5 –Social Value**

**Background:**

How does the Tenderer intend to meet the Employers objective to protect the environment when undertaking the activities required by the contract and meet The Public Services (Social Value) Act 2012 legal obligation on the public sector to secure Social Value in Contracts?

**Aim:**

The Tenderer shall be responsible for sustainable management, environmental management and identifying how the provision of services shall improve the economic, social and environmental wellbeing of both service personnel and the wider community.

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

***Scoring***

***Outcomes***

Each Tenderer may select a maximum of three outcomes to address, which will result in one point for each outcome addressed, Tenderers can accumulate three points by addressing outcomes for less than 50% of the requirement. A minimum of two activities must be provided in order for an outcome to be considered addressed.

*Whole Bid Assessment*

Another 1 point will be awarded if a minimum of 50% of requirements contribute to at least two outcomes overall.

*Another 1 point will be awarded if 100% of requirements contribute to three outcomes overall.*

***Themes, Outcomes and Activities***

Outlined below are the Themes required by Policy Note 06/20, the Outcomes they are composed of and the types of activities that must be conducted to achieve each Outcome. Tenderers must deliver two types of activities for each Outcome to obtain the respective point.

*Theme 1: Tackling Economic Inequality*

***Outcome 2.1 - Create New Businesses: Global Goals 5 & 8; Decent Work and Economic Growth/Gender Equality***

Activities that, in the delivery of the contract:

* *Create opportunities for entrepreneurship and help new, small organisations to grow, supporting economic growth and business creation.*
* *Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas.*
* *Create employment and training opportunities, particularly for people in industries with known skills shortages or in high growth sectors.*
* *Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.*
* *Influence staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.*

***Outcome 2.2 - New Jobs and New Skills: Global Goal 9; Industry, Innovation and Infrastructure Decent Work and Economic Growth.***

***Activities that:***

* *Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.*
* *Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.*
* *Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.*
* *Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.*
* *Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.*

*- Influence staff, suppliers, customers and communities through the delivery of the contract to support resilience and capacity in the supply chain.*

*Theme 2: Wellbeing*

***Outcome 3.1 - Improve Health and Wellbeing: Global Goals 4 & 5; Good Health and Wellbeing/Gender Equality***

***Activities that:***

*- Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce.*

*- Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health*

***Outcome 3.2 - Improve Community Integration: Global Goals 5, 9, 10; Gender Equality/Industry, Innovation and Infrastructure Decent Work and Economic Growth /Reduced Inequalities***

***Activities that:***

*-Demonstrate collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities.*

*- Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities.*

*Theme 3: Equal Opportunity*

***Outcome 4.1 - Tackle Workforce Inequality: Global Goals 5, 9, 10; Gender Equality/Industry, Innovation and Infrastructure Decent Work and Economic Growth /Reduced Inequalities***

***Activities that:***

* *Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.*
* *Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.*
* *Demonstrate action to identify and manage the risks of Modern slavery in the delivery of the contract, including in the supply chain.*

*If the Tenderer receives 0, they have failed to support the Employer to deliver Government policy. A score will also not be allocated if the Social Value Plan does not provide a monitoring and improvement regime, the absence of which will negate any points already obtained for this question. An acceptable monitoring and improvement regime will have certain characteristics.*

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

*The submitted Social Value Plan shall have the below characteristics:*

*• The Social Value Plan shall set out clearly in tabular form which requirement, based on the requirements menu, which outcome is addressed via which requirement*

*• Detail/role of the person(s) coordinating 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 Heroes, Combat Stress, forces benevolent funds etc. are always a hit for some of our contracts)*

*• Evidence how the tenderer 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 be used to capture it).***

***• Demonstrate how the tenderer 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: Tenderer A produces Social Value for only 1 requirement, SFM 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: Tenderer B produces Social Value for 100% of requirements, 2 points. However, only 2 outcomes were addressed, therefore the Tenderer B receives 2 points for delivering on 100% of requirements and 2 points for delivering on 2 outcomes. Overall 4 points.*

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

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

**Page Cap:**

15 sides of A4,

Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Scoring Guidance:**

|  |  |
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| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | 1. The Tenderer has provided clear, concise and verifiable evidence in line with the evaluation criteria set out in the evaluator guidance. The Bidder has addressed 3 outcomes for 100% of the requirement. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | 1. The Tenderer has provided clear, concise and verifiable evidence in line with the evaluation criteria set out in the evaluator guidance. The Bidder may have addressed 2 outcomes for 100% of the requirement or 3 outcomes for more than 50% but less than 100% of the requirement, as demonstrated in their Social Value Plan. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | 1. The Tenderer has provided clear, concise and verifiable evidence in line with the evaluation criteria set out in the evaluator guidance. The Bidder may have addressed 1 outcome for 100% of the requirement or 2 outcomes for more than 50% but less than 100% of the requirement, as demonstrated in their Social Value Plan. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | 1. The Tenderer has provided clear, concise and verifiable evidence in line with the evaluation criteria set out in the evaluator guidance. The Bidder may have addressed 2 outcomes for less than 50% of the requirement or 1 outcome for more than 50% but less 100% of the requirement, as demonstrated in their Social Value Plan. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | 1. The Tenderer has provided clear, concise and verifiable evidence in line with the evaluation criteria set out in the evaluator guidance. The Bidder has addressed 1 outcome for less than 50% of the requirement, as demonstrated in their Social Value Plan. |

**Q: 6 – Mobilisation and Transition**

**Background:**

The Mobilisation of a service from one provider to another is probably the time at which the quality and provision of the service is most at risk of failure. The cooperation of both parties involved in the demobilisation of the incumbent provider and the mobilisation of the incoming provider is vital to success. The needs of the service users must come first.

**Aim:**

Ensure a smooth Mobilisation, Transition and Exit

**Question:**

Describe your approach to Mobilisation, Transitioning and Exiting the Contract. Describe how you will manage Mobilisation and Exit, which shall include both a Mobilisation and Exit Management Plans.

**Evidence Required:**

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

* Transition programmes which are realistic and achievable;
* How communication of the Plans among all relevant stakeholders will be achieved in an acceptable time frame from Contract start date;
* Confirmation that suitably qualified and experienced 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;
* Demonstration of how the Tenderer will collaborate in a positive and professional manner with the outgoing service provider to ensure no conflicts develop during Mobilisation, Transition and Exit;
* Explain clearing how the tenderer will implement their systems and processes during mobilisation in order to ensure full operational readiness;
* Provision of clear proposals for the Training and Mobilisation of the supply chain prior to ISD; and
* Clearly identifying how the tenderer will address the requirements in Booklet 3, Leaflet AL-19, Mobilisation and Transition:
  + Part 1, Mobilisation
  + Part 2, Operational Readiness Reviews (ORRs)
  + Part 3, Capability Readiness Assurance Documents (CRAD) and Critical Activities.

The Tenderer has provided a comprehensive Exit Management Plan that would be deployed to successfully exit/demobilise all aspects of the requirement.

The Tenderer has demonstrated how they will manage an effective exit/demobilisation of the Contract, including the management of assets, personnel (TUPE/ARD) and data.

**Page Cap:**

44 sides of A4 or A3

Where plans are required, as part of the ITN response, the plans are to be included within the page count.

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**Applicable Requirements**

Booklet 3, Module A, Leaflet AL-19 and Leaflet AL-20

**Scoring Guidance**

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| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. All requirements will be addressed in accordance with Booklet 3, Leaflet AL-19 & Leaflet AL-20. 2. The mobilisation will occur at a pace to meet the mobilisation milestones, as highlighted in Booklet 3, Leaflet AL-19. 3. All points in mobilisation that are likely to be most difficult have been identified and addressed. 4. Successful mobilisation will be able to be measured and monitored. 5. The management structure required for Mobilisation includes suitably qualified and experienced staff. 6. Entirely suitable resources will be applied for each establishment. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. All requirements will be addressed in accordance with Booklet 3, Leaflet AL-19 & Leaflet AL-20. 2. The mobilisation will occur at a pace to meet the mobilisation milestones, as highlighted in Booklet 3, Leaflet AL-19.   The Tenderer has provided clear evidence that three of the following are true:   1. All points in mobilisation that are likely to be most difficult have been identified and addressed. 2. Successful mobilisation will be able to be measured and monitored. 3. The management structure required for Mobilisation includes suitably qualified and experienced staff. 4. Entirely suitable resources will be applied for each establishment. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. All requirements will be addressed in accordance with Booklet 3, Leaflet AL-19 & Leaflet AL-20. 2. The mobilisation will occur at a pace to meet the mobilisation milestones, as highlighted in Booklet 3, Leaflet AL-19.   The Tenderer has provided clear evidence that two of the following are true:   1. All points in mobilisation that are likely to be most difficult have been identified and addressed. 2. Successful mobilisation will be able to be measured and monitored. 3. The management structure required for Mobilisation includes suitably qualified and experienced staff. 4. Entirely suitable resources will be applied for each establishment. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. That not all requirements will be addressed in accordance with Booklet 3, Leaflet AL-19 & Leaflet AL-20. 2. The mobilisation may occur at a pace to meet the mobilisation milestones, as highlighted in Booklet 3, Leaflet AL-19.   The Tenderer has provided clear evidence that one of the following are true:   1. All points in mobilisation that are likely to be most difficult have been identified and addressed. 2. Successful mobilisation will be able to be measured and monitored. 3. The management structure required for Mobilisation includes suitably qualified and experienced staff. 4. Entirely suitable resources will be applied for each establishment. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence that the requirements will be addressed in accordance with Booklet 3, Leaflet AL-19 and leaflet AL-20. |

**Q7. Accommodation/Hotel and Mess Services management and cooperation**

**Background:**

As part of Service Personnel’s lived experience, Messes, Mess bars, dining areas, ante-rooms, games rooms, bedrooms and ablutions provide a home-from-home for Service Personnel (SP). Therefore, the Tenderer undertakes a key role in delivering the Mess and Accommodation Services as the Mess is key to the support for military capability and fulfilling SP’s needs to live, work, train, deploy and take time for socialising with friends and family, and for rest and recuperation. The Mess provides SP with a comfortable and relaxing place-to-be, providing vital links to both the moral and fighting components of Military capability.

**Aim:**

To meet the expectations of SP and the Employer to ensure a high-quality lived-experience within Messes and associated accommodation in Cyprus.

**Question:**

Tenderers are to clearly describe their solution for Hotel and Accommodation Services.

**Evidence Required:**

Describe your solution for Hotel and Accommodation Services in accordance with the requirement set out in Booklet 3, Leaflet HL-07.

**Page Cap:**

6 sides of A4 for each Establishment’s individual Mess and associated Transit accommodation in Cyprus.

Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements**

Booklet 3, Modules A and H and their supporting Leaflets and References.

Booklet 4, Mess and Transit Accommodation locations, facilities, timings and volumes.

JSP 456.

JSP 752.

**Scoring Guidance**

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| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, concise and verifiable evidence that all of the following are true:   1. Recruitment and on-going maintenance of qualified personnel in sufficient number to fulfil all the tasks and responsibilities of Mess and Accommodation Services, including customer facing communication. 2. Provision of end to end accommodation booking services for groups and individual SP and in short notice situations. 3. Provision of appropriate systems, processes and procedures to ensure SP receive timely Mess and Accommodation services and to maintain security of the facilities. 4. Provision of Bar and Cellar Services. 5. Provision of Official and Unofficial function planning and delivery. 6. Provision of accounting, inventory and audit services. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear evidence that both of the following are true:   1. Selection and on-going maintenance of qualified personnel in sufficient number to fulfil all the tasks and responsibilities of Mess and Accommodation Services, including customer facing communication. 2. Provision of end to end accommodation booking services for groups and individual SP and in short notice situations.   The Tenderer has provided clear evidence that three of the following are true:   1. Provision of appropriate systems, processes and procedures to ensure SP receive timely Mess and Accommodation services and to maintain security of the facilities. 2. Provision of Bar and Cellar Services 3. Provision of Official and Unofficial function planning and delivery. 4. Provision of accounting, inventory and audit services |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear evidence that both of the following are true:   1. Selection and on-going maintenance of qualified personnel in sufficient number to fulfil all the tasks and responsibilities of Mess and Accommodation Services, including customer facing communication. 2. Provision of end to end accommodation booking services for groups and individual SP and in short notice situations.   The Tenderer has provided clear evidence that two of the following are true:  3. Provision of appropriate systems, processes and procedures to ensure SP receive timely Mess and Accommodation services and to maintain security of the facilities.  4. Provision of Bar and Cellar Services  5. Provision of Official and Unofficial function planning and delivery.  6. Provision of accounting, inventory and audit services. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear evidence that both of the following are true:  1. Selection and on-going maintenance of qualified personnel in sufficient number to fulfil all the tasks and responsibilities of Mess and Accommodation Services, including customer facing communication.  2. Provision of end to end accommodation booking services for groups and individual SP and in short notice situations.  The Tenderer has provided clear evidence that one of the following is true:  3. Provision of appropriate systems, processes and procedures to ensure SP receive timely Mess and Accommodation services and to maintain security of the facilities.  4. Provision of Bar and Cellar Services  5. Provision of Official and Unofficial function planning and delivery.  6. Provision of accounting, inventory and audit services. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence of the following:  1. Selection and on-going maintenance of qualified personnel in sufficient number to fulfil all the tasks and responsibilities of Mess and Accommodation Services, including customer facing communication.  2. Provision of end to end accommodation booking services for groups and individual SP and in short notice situations. |

**Q: 8 – Retail and Leisure Services including Plans and Marketing**

**Background:**

The provision of retail and leisure services that meet Service Personnel’s and the wider Defence Community’s needs has a direct impact on their lived experience while posted overseas in Cyprus. Within this Contract, there is a need to ensure service personnel are not disadvantaged by a lack of relevant and compelling retail facilities where they live and work.  The provision of on-site retail and leisure services is known to contribute to the moral component of the fighting power.

Service Personnel expectations of the on-site retail and leisure services are influenced by the high number of branded and independent restaurants, coffee bars and take-home retail facilities they experience both in the UK and in Cyprus. In order to make the Employer’s establishments compelling places to be, the Tenderer will need to research the site’s total market and provide modern brands and choices to compete with retail offers from 'outside the wire'.

**Aim:**

Ensure the retail and leisure services meet the ever-increasing expectations of End Users both now and in the future to increase morale of the Armed Forces, and to promote the use of the retail facilities through a comprehensive marketing and communication plan.

**Question:**

Tenderers are to clearly describe their solution for the Retail and Leisure Services.

**Evidence Required:**

Provide Retail Business Plans as detailed within the Further Retail Information, Annex N Booklet 1, and having considered the information contained in Booklet 4b, 05. Catering, Retail & Leisure data (Consolidated Manning Update, April 2021). Provide the Marketing and Communications Plan and detail how it will be implemented. Provide the Retail Business plans for the Command and each Establishment. Each Establishment Retail Business Plan should fall into only one of the following categories;

* + Business Plan 1

or

* + Business Plan 2 (for Business Plan 2, two plans (Business Plan 2a and 2b) should be prepared as detailed in Annex N, Further Retail Information).

The word ‘plans’ in the Characteristics below should be read as meaning all the Retail Business Plans and the Marketing and Communications Plan included in the Tenderer’s submission.

No Retail Business Plan has any greater or lesser weighting than any other Retail Business Plan. All submitted plans need to meet the characteristics in the scoring guidance and be in accordance with Booklet 1 Annex N, Further Retail Information.

**Page Cap:**

15 sides of A4/A3 per Establishment and 15 sides of A4/A3 for the Command retail business plan (all of Cyprus).

60 sides of A4/A3 for the Command Marketing and Communication plan.

Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements and reference**

Booklet 3, Leaflet HL-08A

Booklet 4b, 05. Catering, Retail & Leisure data (Consolidated Manning Update, April 2021)

**Scoring Guidance**

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| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all of the following are true:   1. All the specified Financial templates have been accurately completed 2. The financial and non-financial information are coherent with each other 3. Financial and non-financial quantitative and/or qualitative evidence has been provided which supports the various financial and non-financial assumptions and the proposals contained in the Retail Business Plans 4. The proposals in the Retail Business Plans are demonstrably relevant and compelling in meeting the evidenced needs of the incumbent cohorts (cohorts meaning the segmentation of the establishment population into different socio-economic and /or socio-demographic groups as the Tenderer deems most insightful to understand their behaviours and needs) 5. Retail Business plans have been submitted for the Command and each Establishment. 6. The plans demonstrate thorough analysis and insight of the incumbent cohorts at each establishment and their particular needs 7. The plans identify and address all retail and leisure opportunities at each of the different establishments 8. The plans demonstrate a coherent and integrated approach across all retail facilities 9. The plans identify and target each market cohort with relevant and compelling retail and leisure services, marketing and communications 10. There is timely liaison with the Employer proposed as part of the plans’ implementation 11. The plans demonstrate solutions that are practical to implement 12. The Tenderer has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Tenderer and Employer activities. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that the following is true:   1. All the specified Financial templates have been accurately completed   The Tenderer has provided clear, compelling and verifiable evidence that 9 out of the following are true   1. The financial and non-financial information are coherent with each other 2. Financial and non-financial quantitative and/or qualitative evidence has been provided which supports the various financial and non-financial assumptions and the proposals contained in the Retail Business Plans 3. The proposals in the Retail Business Plans are demonstrably relevant and compelling in meeting the evidenced needs of the incumbent cohorts (cohorts meaning the segmentation of the establishment population into different socio-economic and /or socio-demographic groups as the Tenderer deems most insightful to understand their behaviours and needs) 4. Retail Business plans have been submitted for the Command and each Establishment. 5. The plans demonstrate thorough analysis and insight of the incumbent cohorts at each establishment and their particular needs 6. The plans identify and address all retail and leisure opportunities at each of the different establishments 7. The plans demonstrate a coherent and integrated approach across all retail facilities 8. The plans identify and target each market cohort with relevant and compelling retail and leisure services, marketing and communications 9. There is timely liaison with the Employer proposed as part of the plans’ implementation 10. The plans demonstrate solutions that are practical to implement 11. The Tenderer has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Tenderer and Employer activities. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence thatthe following is true:   1. All the specified Financial templates have been accurately completed   The Tenderer has provided clear, compelling and verifiable evidence that 7 out of the following are true   1. The financial and non-financial information are coherent with each other 2. Financial and non-financial quantitative and/or qualitative evidence has been provided which supports the various financial and non-financial assumptions and the proposals contained in the Retail Business Plans 3. The proposals in the Retail Business Plans are demonstrably relevant and compelling in meeting the evidenced needs of the incumbent cohorts (cohorts meaning the segmentation of the establishment population into different socio-economic and /or socio-demographic groups as the Tenderer deems most insightful to understand their behaviours and needs) 4. Retail Business plans have been submitted for the Command and each Establishment. 5. The plans demonstrate thorough analysis and insight of the incumbent cohorts at each establishment and their particular needs 6. The plans identify and address all retail and leisure opportunities at each of the different establishments 7. The plans demonstrate a coherent and integrated approach across all retail facilities 8. The plans identify and target each market cohort with relevant and compelling retail and leisure services, marketing and communications 9. There is timely liaison with the Employer proposed as part of the plans’ implementation 10. The plans demonstrate solutions that are practical to implement 11. The Tenderer has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Tenderer and Employer activities. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that 6 out of the following are true   1. All the specified Financial templates have been completed 2. The financial and non-financial information are coherent with each other 3. Financial and non-financial quantitative and/or qualitative evidence has been provided which supports the various financial and non-financial assumptions and the proposals contained in the Retail Business Plans 4. The proposals in the Retail Business Plans are demonstrably relevant and compelling in meeting the evidenced needs of the incumbent cohorts (cohorts meaning the segmentation of the establishment population into different socio-economic and /or socio-demographic groups as the Tenderer deems most insightful to understand their behaviours and needs) 5. Retail Business plans have been submitted for the Command and each Establishment. 6. The plans demonstrate thorough analysis and insight of the incumbent cohorts at each establishment and their particular needs 7. The plans identify and address all retail and leisure opportunities at each of the different establishments 8. The plans demonstrate a coherent and integrated approach across all retail facilities 9. The plans identify and target each market cohort with relevant and compelling retail and leisure services, marketing and communications 10. There is timely liaison with the Employer proposed as part of the plans’ implementation 11. The plans demonstrate solutions that are practical to implement 12. The Tenderer has identified all the necessary business change and integral tasks in sufficient detail. These shall include both Tenderer and Employer activities. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence and fails to meet the above standard. |

**Q: 9 – Assuring the quality of the Mess Catering Service**

**Background:**

The Core and Retail Meals provision must sustain the Service Personnel (SP) through their allocated tasks and roles and must be provided at the times to suit the operational requirements of each establishment. A range of Core and Retail Meals suitable for a variety of meal occasions should be provided.

The quality, specification, safety and appeal of all food and beverage offers can have a dramatic effect on the morale of Service Personnel, resultant operational capability and morale. Mess catering services contribute to the morale and fighting components of military capability. Therefore Mess menus must; demonstrate high quality ingredients, meet the current legislations for food supply and food standards, meet current MOD and UK government policy and provide an appealing balanced diet for SP, including appealing menus for all Service Personnel including their cultural, religious and dietary needs.

**Aim:**

To provide a Mess Catering Service that is valued by the End User and the Employer.

To improve the lived experience of Service Personnel and the Defence community through the provision of high-quality food and beverage products, ensuring that high quality input standards are maintained through the whole food journey and over the life of the contract.

**Question:**

Describe the approach you will take to ensure that the Mess Catering paid for by the Employer is appreciated by the End User and will contribute to maintaining and /or improving Defence capability and morale. Describe how your interpretation of Government Buying Standards, JSP456 and Food Information Regulations EU1169/2011 (FIR Regulations) December 14 will benefit the Employer and End User. Describe how your organisation will enhance the Mess experience and integrate the Core Meal and Retail Meal offer to increase the overall appeal of the Mess and help deliver maximum value for money for the Employer and the End User.

Describe the processes used to ensure that food and beverage inputs are delivered by a sustainable supply chain which ensures food is safe, of sufficient quality and which will maintain or improve the quality of the provision in the Messes and Dining Rooms over the life of the contract. Provide details of the price band which will be used to establish the current prices for food procurement for this Contract, specifying the level of purchasing income\* you expect to earn expressed as a percentage. Submit the relevant product list including detailed specification for the ingredients and food stuffs required to meet the Employer’s needs.

\* The purchasing income you declare in this response cannot be lower than the purchasing income contained in the submission of your annual Pricing and Quality representation letter – see Booklet 2. For the avoidance of doubt, purchasing income includes income generated through arrangements in place with inter-group companies, related parties, agents or Tenderers which involve the receipt, or retention, of additional income, over-riders, listing fees, commissions, rebates, discounts or contributions towards costs.

**Page Cap:**

75 sides of A4 (all establishments)

Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements**

Booklet 3, Modules A and H

Booklet 4, data

**Scoring Guidance**

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| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all of the following are true:   1. The Tenderer has provided a full description of its Catered Mess Meals to meet the needs of Service Personnel in Cyprus. 2. The Tenderer has explained how all diners, including specific religious, cultural and dietary needs will receive value for money when purchasing Core and Retail meals. 3. The proposal demonstrates how the usage of the mess catering facilities will be maintained and / or improved. 4. The Tenderer has provided the required details of both the price band and product list 5. The Tenderer has a sustainable, secure and high-quality supply chain that will support all sites. 6. There is clear commitment (from board level down) as well as a comprehensive and robust set of processes for ongoing maintenance of food quality and specification for the whole food journey using fully appropriate measurements that will prevent degradation in the provision over the life of the contract 7. Food safety assurance processes are robust 8. The Employer will have direct and continuous access to all food quality and price measurement data |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that the following are true:   1. The Tenderer has provided a full description of its Catered Mess Meals to meet the needs of Service Personnel in Cyprus. 2. The Tenderer has provided the required details of both the price band and product list 3. Food safety assurance processes are robust   The Tenderer has provided clear, compelling and verifiable evidence that 4 of the following are true:   1. The Tenderer has explained how all diners will receive value for money when purchasing Core and Retail meals. 2. The Tenderer has explained how all diners, including specific religious, cultural and dietary needs will receive value for money when purchasing Core and Retail meals 3. The Tenderer has a sustainable, secure and high quality supply chain that will support all sites. 4. There is clear commitment (from board level down) as well as a comprehensive and robust set of processes for ongoing maintenance of food quality and specification for the whole food journey using fully appropriate measurements that will prevent degradation in the provision over the life of the contract 5. The Employer will have direct and continuous access to all food quality and price measurement data |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that the following are true.   1. The Tenderer has provided a full description of its Catered Mess Meals to meet the needs of Service Personnel in Cyprus. 2. The Tenderer has provided the required details of both the price band and product list. 3. Food safety assurance processes are robust.   The Tenderer has provided clear, compelling and verifiable evidence that 3 of the following are true:   1. The Tenderer has explained how all diners will receive value for money when purchasing Core and Retail meals. 2. The proposal demonstrates how the usage of the mess catering facilities will be maintained and / or improved. 3. The Tenderer has a sustainable, secure and high quality supply chain that will support all sites. 4. There is clear commitment (from board level down) as well as a comprehensive and robust set of processes for ongoing maintenance of food quality and specification for the whole food journey using fully appropriate measurements that will prevent degradation in the provision over the life of the contract 5. The Employer will have direct and continuous access to all food quality and price measurement data |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that the following are true:   1. The Tenderer has provided a full description of its Catered Mess Meals to meet the needs of Service Personnel in Cyprus. 2. The Tenderer has provided the required details of both the price band and product list. 3. Food safety assurance processes are robust.   The Tenderer has provided clear, compelling and verifiable evidence that 2 of the following are true:   1. The Tenderer has explained how all diners will receive value for money when purchasing Core and Retail meals. 2. The proposal demonstrates how the usage of the mess catering facilities will be maintained and / or improved. 3. The Tenderer has a sustainable, secure and high quality supply chain that will support all sites. 4. There is clear commitment (from board level down) as well as a comprehensive and robust set of processes for ongoing maintenance of food quality and specification for the whole food journey using fully appropriate measurements that will prevent degradation in the provision over the life of the contract 5. The Employer will have direct and continuous access to all food quality and price measurement data |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence and fails to meet the above standard. |

**Q: 10 – Cleaning: Resources, Assurance Methods and Standards**

**Background:**

The provision of high-quality Mess and Accommodation facilities and other locations described in Booklet 4 – Employer Supplied Information need to meet Service Personnel’s and the wider Defence Community’s expectations and have a direct impact on their lived experience while posted overseas in Cyprus. Cleaning remains a labour-intensive task despite improvements in technology. Alongside normal and medical cleaning services the Employer needs service flexibility, e.g. enhanced touchpoint cleaning, to support short term priorities whilst maintaining overall standards and customer satisfaction. The use of space dictates the frequency of cleaning required and the Employer regularly changes its use of space. Accurate estimation of initial schedules is vital to determining the cost of the service and the transparent management and costing of change is vital in adding benefit and value for money reassurance for the Employer.

**Aim:**

To ensure that cleaning outputs and standards remain effective throughout the life of the contract and that pricing for changes is transparent and fair.

**Question:**

Describe the overarching cleaning delivery methods, including periodic cleaning regimes, that you will employ for cleaning and maintaining the standards for the different types of areas indicated in Booklets 3 and 4. Describe how this will be delivered through the combination of well-trained, well-scheduled labour and the appropriate use of technology to maintain standards and improve productivity in meeting the Employer’s requirements.

Demonstrate how cleaning outputs and schedules are related back to the cost drivers for the provision of this part of the service. Propose the initial schedules showing how costs for all the different cleaning service lines will be applied for agreed volumetric changes both up and down during the contract life.

Describe how you will deliver and monitor cleaning, ensuring no disruption to the Employer or degradation in outputs.

Demonstrate the flexibility in the delivery that you will employ and how that will benefit the Employer and End Users.

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Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Applicable Requirements**

**Booklet 3 Leaflets:**

* HL-01 Cleaning
* HL-01A Cleaning Standards
* HL-01B Medical Cleaning

Booklet 4

**Scoring Guidance**

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| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all of the following are true:  1. A robust and comprehensive quality management process with sufficient staffing and use of technology will ensure consistent outputs that meet the requirement.  2. There is a completely transparent relationship and complete consistency between the schedules and cost drivers for the service including, excellent visability of the cost of future changes.  3. There is extensive useful flexibility explicitly defined that will be easy to manage. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided robust evidence that all of the following are true:  1. The working methods and deployment of labour and technology described are appropriate leaving little doubt that the required output will be achieved.  2. There is a transparent relationship and sufficient consistency between the schedules and cost drivers for the service including, good visibility of the cost of future changes in volumetric both up and down.  3. There is useful flexibility that will be manageable in practice. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided robust evidence that all of the following are true:  1. The working methods and deployment of labour and technology described are largely appropriate but there is some possibility of minor shortfalls in output.  2. There is a limited transparencey of relationship and some inconsistency between the schedules and cost drivers for the service including, the cost of future changes.  3. Whilst the degree of flexibility is limited in some areas, it is still useful and should be manageable in practice. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The evidence that the Tenderer has provided gives rise to at least one of the following concerns:  1. The working methods or deployment of labour or technology described may result in significant shortfalls in output or failures in the requirement areas stipulated.  2. There is a tenuous or opaque relationship or significant inconsistency between the schedules and the cost drivers for the service including, the cost of future changes.  3. There is little or no useful flexibility, or it will be difficult to manage in practice. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence that their quality management process has sufficient staffing and the effective use of technology to ensure consistent outputs that meet the requirement. |

**Q: 11 – Waste Management**

**Background:**

It is easy to take an approach to waste management that does little to change the culture of an organisation. The Employer wishes to make a step change in the attitudes of all MOD establishment occupants, be they visitors, employees, tenderers or occupants. It is essential that the Tenderer helps the Employer reduce its waste and helps the Employer to meet the objectives set by Government.

**Aim:**

The Tenderer shall be responsible for waste management on the Estate, identifying how environmental risks and opportunities will be addressed through the provision of contract services, for both routine operations and non-routine operations.

**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.

How does the Tenderer intend to meet, bring innovation, and exceed the Employers objective to protect the environment when undertaking the activities required by the contract, and ensure collaboration across the supply chain and wider stakeholders to deliver good environmental, social and economic outcomes on and around the Estate?

Please demonstrate your Waste Management Strategy approach to incorporate waste reduction, waste minimisation and recycling policies that will be compliant with regulatory and legislative requirements and comply with waste hierarchy.

The Tenderer must provide clear, compelling and verifiable evidence describing the approach that they will take with regards to:

1. Production of site-specific waste management plans
2. Incorporating moving waste up the waste hierarchy, away from disposal and maximizing recycling and reuse of materials.
3. How they will deliver a compliant service in accordance with regulatory and legislative requirements
4. How they will provide accurate, monthly waste production data.
5. How they will engage with service users to manage waste in a responsible manner
6. How they include innovation in delivering waste management services and how this will be applied to the estate
7. Describe how they have operated on site recycling and segregation centres and how this applies to the defence estate.
8. Provide a credible and effective organisation structure which identifies the key roles and responsibilities including the qualification and experience, required by the processes.
9. Identified key risks associated with the proposed method of delivery
10. Identify equipment and assets to be provided in support of the delivery of the service.

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Where a plan is required, as part of the ITN response, the plan is to be included within the page count

Font: Arial 11**Applicable Requirements:**

The Tenderer shall answer this question using the criteria set out below, and by drawing upon information from:

* Booklet 4 – Employer Supplied Information
* Booklet 3.

**Scoring Guidance**

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| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that all of the following are true:   1. The Tenderer has described an approach to reducing waste that should be highly effective and considers all establishment occupants 2. The Tenderer has proposed a mechanism that provides a compelling incentive to reduce waste 3. There is a compelling, clear, practical, and innovative strategy to apply the Waste Hierarchy principles. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided robust evidence that all of the following are true:   1. The Tenderer has described an approach to reducing waste that should be highly effective and considers all establishment occupants 2. The Tenderer has proposed a mechanism that provides a strong incentive to reduce waste 3. There is a credible strategy to increase reuse over recycling, increase recycling over recovery and increase recovery over landfill. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided robust evidence that all of the following are true:   1. The Tenderer has described an approach to reducing waste that should be effective and considers all establishment occupants 2. The Tenderer has proposed a mechanism that provides a meaningful incentive to reduce waste 3. The Tenderer has proposed effective steps to increase reuse over recycling, increase recycling over recovery and increase recovery over landfill. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The evidence that the Tenderer has provided gives rise to at least one of the following concerns:   1. The Tenderer has described an approach to reducing waste that is unlikely to be effective. 2. The Tenderer has not proposed a mechanism that provides a meaningful incentive to reduce waste 3. The Tenderer has not proposed effective steps that will increase reuse over recycling, increase recycling over recovery and increase recovery over landfill. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has not provided clear, concise and verifiable evidence:  1. The Tenderer has described an approach to reducing waste that is unlikely to be effective.  2. The Tenderer has not proposed a mechanism that provides a meaningful incentive to reduce waste  3. The Tenderer has not proposed effective steps that will increase reuse over recycling, increase recycling over recovery and increase recovery over landfill. |

**Q: 12 – Module V - Operations**

**Aim:** The Employer wants to contract with an organisation that can manage the planned and unplanned surge requirements for the MOD Estate in all areas of need.

**Background:** The Tenderer shall maintain the capability to deliver support to deployed operations, whilst maintaining the business as usual and steady state service levels. For scheduled exercises and during times of heightened activity on deployed operations there may be a need for the Tenderer to provide an Additional Service for a surge of personnel and equipment, on a temporary basis. This support will be from within the Affected Property supported by the Tenderer, or suitable alternative property provided by the Employer.

The service delivery by the Tenderer in support to operational need shall be in accordance with the Overseas Prime Contract (OPC) requirements.

**Question:** Describe your approach to delivery of the service as defined in the Module V Leaflets VL-01, VL-02 and VL-03. The requirement to respond to surge requirements shall be undertaken without detriment to business as usual delivery. Consider, in turn, each bullet of the scoring guidance that you will be evaluated against, stating your case for using your approach and how it will benefit the Employer and users of the facilities.

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Where a plan is required, as part of the ITN response, the plan is to be included within the page count

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**Confidence Characteristics:** The Employer will evaluate the response using the following characteristics and award a true/false assessment against each. The results will be used to assess a confidence level based solely on the logic described in the scoring guidance table below. You may choose to base the headings of your response document on the confidence characteristics below, in the same numerical order, to achieve the most targeted response possible.

**Scoring Guidance**

|  |  |
| --- | --- |
| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | 1. The Tenderer has provided clear, compelling and verifiable evidence that the following are true.  VL-01. The Employer is confident that the Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-01 - General are appropriate, not detrimental to BAU, and includes the provision of SQEP.  2. VL-01. The Employer is confident that the Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 4 - Training are appropriate.  3. VL-01. The Employer is confident that the Tenderer’s proposals for delivery of the requirement as detailed within Leaflet VL-01 Section 5.3 Training Reports and Meetings are appropriate  4. .VL-01. The Employer is confident that the Tenderer has adequately addressed how he will deliver all elements of the requirement as detailed within Leaflet VL-01, Para 6 – (Summary of Obligations) are appropriate  5. VL-02. The Employer is confident that the Tenderer has adequately addressed how he will deliver all elements of the requirement as detailed within Leaflet VL-02, Para 5 – (Summary of Obligations) are appropriate.  6. VL-03. The Employer is confident that the Tenderer has adequately addressed how he will deliver all elements of the requirement as detailed within Leaflet VL-03, Para 5 – (Summary of Obligations) are appropriate.  7. The Employer is confident that the Tenderer’s supply chain is flexible enough to keep up with surge demands on the large international scale demanded by the Employer.  8. The Employer is confident that the Tenderer could implement surge demand measures at short notice. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that the following are true.  1. The Tenderer has provided a full description of its solution to provide services in accordance with VL-01 general requirement in Cyprus, that they are not detrimental to BAU and includes the provision of SQEP.  2. The Tenderer has provided a full description of its solution to attend MOD V training requirements  3. The Tenderer has provided detailed solution for the delivery of training, as described in VL-01  The Tenderer has provided clear, compelling and verifiable evidence that 3 of the following are true.  5. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-02, Para 5 – (Summary of Obligations)  6. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-03, Para 5 – (Summary of Obligations) are appropriate.  7. The Tenderer has provided clear explanation of their supply chain, demonstration its flexibility to keep up with surge demands on the large international scale.  8. The Tenderer has provided clear explanation of their capability to meet surge demand measures at short notice. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Tenderer has provided clear, compelling and verifiable evidence that the following are true:  1. The Tenderer has provided a full description of its solution to provide services in accordance with VL-01 general requirement in Cyprus, that they are not detrimental to BAU and includes the provision of SQEP.  2. The Tenderer has provided a full description of its solution to attend MOD V training requirements  3. The Tenderer has provided detailed solution for the delivery of training, as described in VL-01  The Tenderer has provided clear, compelling and verifiable evidence that 2 of the following are true:  5. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-02, Para 5 – (Summary of Obligations)  6. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-03, Para 5 – (Summary of Obligations) are appropriate.  7. The Tenderer has provided clear explanation of their supply chain, demonstration its flexibility to keep up with surge demands on the large international scale.  8. The Tenderer has provided clear explanation of their capability to meet surge demand measures at short notice. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Tenderer has provided clear, compelling and verifiable evidence that the following are true:  1. The Tenderer has provided a full description of its solution to provide services in accordance with VL-01 general requirement in Cyprus, that they are not detrimental to BAU and includes the provision of SQEP.  2. The Tenderer has provided a full description of its solution to attend MOD V training requirements  3. The Tenderer has provided detailed solution for the delivery of training, as described in VL-01  The Tenderer has provided clear, compelling and verifiable evidence that 1 of the following are true.  5. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-02, Para 5 – (Summary of Obligations)  6. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-03, Para 5 – (Summary of Obligations) are appropriate.  7. The Tenderer has provided clear explanation of their supply chain, demonstrating its flexibility to keep up with surge demands on the large international scale.  8. The Tenderer has provided clear explanation of their capability to meet surge demand measures at short notice. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | The Tenderer has provided some evidence that the following are true:  1. The Tenderer has provided a full description of its solution to provide services in accordance with VL-01 general requirement in Cyprus, that it is not detrimental to BAU and includes the provision of SQEP.  2. The Tenderer has provided a full description of its solution to attend MOD V training requirements  3. The Tenderer has provided detailed solution for the delivery of training, as described in VL-01  The Tenderer has not provided clear, compelling and verifiable evidence that the following are true:  5. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-02, Para 5 – (Summary of Obligations)  6. The Tenderer has explained how they will adequately deliver all elements of the requirement as detailed within Leaflet VL-03, Para 5 – (Summary of Obligations) are appropriate.  7. The Tenderer has provided clear explanation of their supply chain, demonstration its flexibility to keep up with surge demands on the large international scale.  8. The Tenderer has provided clear explanation of their capability to meet surge demand measures at short notice. |

**Applicable Requirements**

* Module VL-01 – Preparedness for Operations
* Module VL-02 – Response to Operational Need
* Module VL-03 – Supporting Deployed Operations

**Q: 13 HR/TUPE/ARD**

**Background:**

The Employer wants to assess its level of confidence in the Tenderer’s ability to meet their obligations as set out in the Transfer Regulations for the transfer of Contractor Employees and in respect of the transfer of existing Employees terms and conditions. Whether arising directly as a result of the transfer, or unrelated to the transfer itself, employers are required to follow fair and reasonable procedures in managing staff surplus and redundancy situations. The Employer will assess its level of confidence that the Tenderer has appropriate procedures that would be followed for the management of surplus staff and redundancies for Contractor employees and employees of current providers of the services. HR Transition Proposals means the Tenderer’s intentions covering the period from appointment as Preferred Bidder / Contract Award to twelve months after the Relevant Transfer Date.

**Aim:**

The Employer wants to assess the Tenderer’s ability to meet their relevant HR obligations in the countries in scope.

**Question:**

Tenderers are to clearly describe HR proposals to meet the obligations as set out in the Transfer Regulations for the transfer of Contractor Employees and in respect of the transfer of existing Employees terms and conditions. Consider the scoring guidance that you will be evaluated against and state your case for using your approach. Provide details of how relationship management will be undertaken with the relevant Trade Unions, including the management of Collective Agreements, if applicable, and provide details of how the HR activities will manage the relevant Government of Cyprus, Cypriot statutory requirements i.e. Cost Of Living Allowance (COLA)

**Confidence Characteristics**

1.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.

2.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 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.

3.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.

4.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 first 12 months post transfer.

5.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.

6.The Employer is entirely satisfied that the Tenderer will comply with staff transfer regulations on 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. For Cyprus this will be Provident Fund and Gratuity Schemes, rather than pension.

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**Applicable Requirements**

Booklet 4, Data, 4A (HR Transfer data)

**Scoring Guidance**

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| **Score** | **Characteristics** |
| **Excellent Response**  *Comprehensive evidence provided that supports that the Tenderer meets all of the requirements, leading to the conclusion of a total level of confidence that the Tenderer can meet the requirements* | The Employer considers all of the confidence characteristics to be true:  1.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.    2.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 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.    3.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 transfers 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 effect the transfer.    4.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 first 12 months post transfer.    5.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.    6.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. For Cyprus this will be Provident Fund and Gratuity Schemes, rather than pension. |
| **Good Response**  *Evidence provided that supports that the Tenderer meets most of the requirements leading to the conclusion of a high level of confidence that the Tenderer can meet the requirements.* | The Employer considers **all but one** of the confidence characteristics to be true:    1.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.    2.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 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.    3.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 transfers 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 effect the transfer.    4.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 first 12 months post transfer.    5.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.    6.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. For Cyprus this will be Provident Fund and Gratuity Schemes, rather than pension. |
| **Acceptable Response**  *Evidence provided that supports that the Tenderer meets some of the requirements leading to the conclusion of a mid-level of confidence that the Tenderer can meet the requirements* | The Employer considers **all but two** of the confidence characteristics to be true:  1.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.  2.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 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.  3.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 transfers 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 effect the transfer.  4.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 first 12 months post transfer.  5.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.  6.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. For Cyprus this will be Provident Fund and Gratuity Schemes, rather than pension. |
| **Poor Response**  *Some evidence provided that supports that the Tenderer meets few of the requirements leading to the conclusion of a low level of confidence that the Tenderer can meet the requirements.* | The Employer considers **all but three** of the confidence characteristics to be true:  1.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.  2.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 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.  3.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 transfers 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 effect the transfer.  4.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 first 12 months post transfer.  5.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.    6.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. For Cyprus this will be Provident Fund and Gratuity Schemes, rather than pension. |
| **Totally inadequate response**  *Limited or no evidence provided that the Tenderer meets the requirements. No confidence that the Tenderer can meet the requirements* | It is the Employer’s judgement that the conditions for High Confidence, Good Confidence, Acceptable Confidence or Minor concerns have not been met, and therefore a score of unacceptable has been awarded. |

# **Annex E – OPC SFM 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 SOFT 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 Buyer, following closure of the Tendering activity, that all Buyer supplied data is destroyed or returned to the Buyer. Further information is provided in Annex N paragraph 32 Destruction.
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 SOFT 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 (e.g. 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. | **Services Data**  Employer Manpower data, Issued Property (GFE), Lettings & Encroachments, Site Maps, Waste Management data, Grounds Maintenance, training and exercises | OFFICIAL SENSITIVE |
| 4 | Structured data relating to industry provider costs | OFFICIAL SENSITIVE COMMERCIAL |
| 5 | Existence of Asset Management Supporting Deliverables – Strategy and reporting | OFFICIAL |
| 6. | Business card level details (e.g. names, roles, business email, etc) | OFFICIAL |
| 7. | 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 SFM Project Manager

**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.

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**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 authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
7. has not been told by a contracting authority, 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 Authority 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 authority will use the information in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information. | |
| **Organisation’s name** |  |
| **Signed**  **(By Director of the Organisation or equivalent)** |  |
| **Name** |  |
| **Position** |  |
| **Date** |  |

**Page not used**

**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  B6-DEFFORM532-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 A | 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 | B6-BKLT2-01-COCA-Tenderer Name |
| **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 |
| **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 |
| **Government Buying Standard for Cleaning – M Mandatory Returns Declarations & list of products** | Booklet 1 Response to Annex M | Mandatory Returns  Government Buying Standards Tenderers declaration | B6-BSC-01-compcert-Tenderer name  B6-BSC-02-products-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** |
| --- | --- | --- | --- |
| **Planning, Delivery and Assuring Services** | Q1 | Booklet 3: Module A, | B6-PDAS-Qn-01-descriptive name-Tenderer Name |
| **Management Information and Plans** | Q2 | Booklet 3: Module A | B6-MIS-Qn-02-descriptive name-Tenderer Name |
| **Collaborative Working** | Q3 | Booklet 3: Module A | B6- CW-Qn-03-descriptive name-Tenderer Name |
| **Sustainability** | Q4 | Booklet 3: Module A | B6-SUS-Qn-04-descriptive name-Tenderer Name |
| **Social Value** | Q5 | Booklet 3: Module A | B6-SV-Qn-05-descriptive name-Tenderer Name |
| **Mobilisation and Exit Strategy** | Q6 | Booklet 3: Module A | B6-MES-Qn-06-descriptive name-Tenderer Name |
| **Accommodation, Hotel and MESS Services** | Q7 | Booklet 3: Module H | B6-AHMS-Qn-07-descriptive name-Tenderer Name |
| **Retail and Leisure Services** | Q8 | Booklet 3: Module H  Booklet 1: Annex N | B6- RLS-Qn-08-descriptive name-Tenderer Name |
| **Assuring the Quality of the MESS Catering Service** | Q9 | Booklet 3: Module H | B6-QMCS-Qn-09-descriptive name-Tenderer Name |
| **Cleaning: Resources, Assurance Methods and Standards** | Q10 | Booklet 3: Module H | B6- CRAS-Qn-10-descriptive name-Tenderer Name |
| **Waste Management Services, Strategic Plans and Recording** | Q11 | Booklet 3: Module H | B6-WMS-Qn-11-descriptive name-Tenderer Name |
| **Support to Operations** | Q12 | Booklet 3: Module V | B6- SOP-Qn-12-descriptive name-Tenderer Name |
| **HR/TUPE/ARD** | Q13 | Booklet 3: Module A | B6- TUPE-Qn-13-descriptive name-Tenderer Name |
| **Contract Management Plan** | Q1,2 | Booklet 3: Mod A Section 24 and Leaflet AL-02  On Contract Award this be incorporated into Booklet 6 | B6-CMP-14-descriptive name-Tenderer Name |
| **Waste Management Plan** | Q11 | Booklet 3: Mod A 5.14 Mod H Leaflet HL-10  On Contract Award this be incorporated into Booklet 6 | B6-WMP-15-descriptive name-Tenderer Name |
| **Marketing and Communications Plan** | Q2 | Booklet 3: Module A  On Contract Award this be incorporated into Booklet 6 | B6-MCP-16-descriptive name-Tenderer Name |
| **Joint Relationship Management Plan** | Q2 | Booklet 3: Module A Sections 16 and 17  On Contract Award this be incorporated into Booklet 6 | B6-RMP-17-descriptive name-Tenderer Name |
| **Mobilisation Plan** | Q2,6 | Booklet: Module A  On Contract Award this will be incorporated into Booklet 6 | B6-MP-18-descriptive name-Tenderer Name |
| **Exit Management Plan** | Q2,6 | Booklet 3 – Module A  On Contract Award this will be incorporated into Booklet 6 | B6-EMP-19-descriptive name-Tenderer Name |
| **Catering and Retail Plans** | Q2,8 | Booklet 3 – Module A, Module H  Booklet 1 Annex N  On Contract Award will be incorporated into Booklet 6 | B6-HRP-20-descriptive name-Tenderer Name |

**ANNEX H SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS – Insurance Response**

|  |  |
| --- | --- |
| OVERSEAS PRIME CONTRACT – CYPRUS SOFT 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 SFM**

**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 SFM**

**BOOKLET 3 – SERVICE INFORMATION CONFIRMATION OF COMPLIANCE CERTIFICATE**

*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

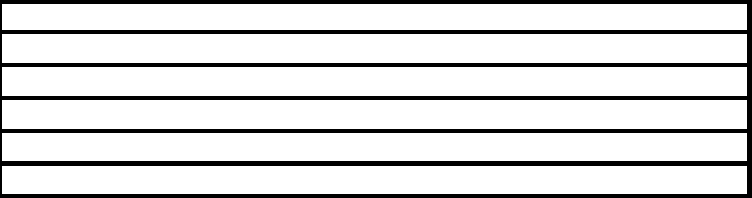
**Import and**

**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: 700547373 |
| 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: 700547373

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 and Defence Infrastructure Organisation** |
| **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)**  *[insert location(s), address and contact details]* |
| **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; Booking service for military personal to Pre-Book and reserve SLA, information on SFA residence**  **Catering Services. Including school meals and prison meals; free school meal entitlement, religious beliefs, medical conditions**  *[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, Accommodation booking service, Provision of Medical service, Provision of Catering Services.** |
| **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 98 (Protection of Personal Data), Clause 100 (Disclosure of Information), Clause 103 (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.

ANNEX M GOVERNMENT BUYING STANDARD FOR CLEANING MANDATORY RETURNS

|  |  |  |
| --- | --- | --- |
| **Mandatory level** Dosing instructions  *(all products in general scope)* | Products must be delivered with clear dosing instructions to avoid over-application by the user.  **Verification**: Tenderers must provide a signed declaration that all relevant products will meet this criterion. | |
| Propellants  *(all products in general scope)* | Sprays containing propellants must not be used.  **Verification:** Tenderers must provide a signed declaration that all relevant products will meet this criterion. | |
| Packaging  *(all products in general scope)* | The primary packaging shall be easily separable into single-material parts.  **Verification:** Tenderers must provide a signed declaration that all relevant products will meet this criterion. | |
| paradichlorobenzene and (APEs)  *(all products in general scope)* | Products must not contain paradichlorobenzene or alkylphenol ethoxylates (APEs)  **Verification:** Tenderers must provide a signed declaration that all relevant products will meet this criterion. | |
| Dilution  *(All purpose cleaners and window cleaners only)* | Products must be supplied as concentrates requiring dilution before use. An exception is trigger sprays. These may be supplied containing ready-to-use products, provided they are part of a product range where reuse with concentrated refills is intended.  **Verification:** Tenderers must provide a signed declaration that all relevant products will meet this criterion. Where products are supplied as part of a cleaning services contract, use of ready-to-use trigger sprays can be monitored via the mandatory cleaning services GBS requirements. | |
| Use of Products | Products utilised must comply with the Mandatory GBS for cleaning products  **Verification:** Tenderers must provide details of all products which they propose to use that fall within scope of the Mandatory GBS for cleaning products along with the necessary verification to prove that they confirm with the criteria. |

**ANNEX N - FURTHER RETAIL INFORMATION**

1. Background
   1. The provision of Retail and Leisure services for Overseas Permanent Joint Operating Bases (PJOBs) is considered to be an integral part of life for both Service Personnel (SP) and the wider Defence Community. Cyprus has a number of on-Island Retail and Leisure services such as shops and bars, the majority of which are Contractor operated, and a petrol station, cinema and bowling alley, which are not Contractor operated. Drawing on good practice from UK Soft Facilities Management contracts, the Employer seeks to improve the lived-experience of SP and the wider Defence Community, meeting their expectations to be in a living environment that is contemporary and conducive to modern life. The Contractor shall promote the well-being of the Defence Community through the delivery of a range of quality Catering Retail and Leisure (CRL) services to meet the needs of the individual, identified cohorts and the Employer. Crucially, these must also be adaptable to accommodate unique local circumstances of each Establishment and be agile enough to meet changing customer and Employer demands.
2. The Role of Retail Services in the Military Context

2.1. Retail services improve the lived-experience for SP and are seen as one of the ways of maintaining unit cohesion, thereby contributing to the moral component of fighting power. They provide the opportunity for groups of SP to get together with, or without their partners and children and contribute to the morale of all those living and working on an Establishment.

2.2. In all cases for overseas SP, the policy providing spaces for welfare (including Retail and Leisure services[[2]](#footnote-2)) states that “The critical connection between welfare and operational effectiveness affirms that the support provided for SP and their entitled family is “core” Armed forces business[[3]](#footnote-3)”. The same document requires Commanders to “ensure access to welfare resources where civil society does not meet the need[[4]](#footnote-4)”. Some SP and their families are housed in places where they are disadvantaged and in these circumstances, it is even more important for them to have places to go where they can relax and recuperate. As part of their overall Command and Establishment Retail and Leisure Business Plans, Contractors will be asked to submit their plans to address the provision of retail and leisure services.

1. Retail and Leisure Provision (Please refer to the definitions at Appendix 1 to this document)

3.1. The Contractor will be provided with detailed information in Booklet 4 – Employer Supplied Information - on current Retail facilities in each of the Operating Bases and invited to submit a Command Retail Business Plan linked to Establishment specific plans outlining its overall approach. Retail services include on-site shops, some mobile catering, vending machines, all day café and internet cafes, bars and kiosks which are provided outside the mess and dining room environment. There are encroachments operated by charitable organisations and local businesses that sell Retail food, beverages and other Retail goods. These will remain as-is under OPC to support the Defence Community in those locations. Booklet 4 – Employer Supplied Information - identifies those Retail facilities that are to be Contractor operated.

1. The Command Retail Business Plan (This covers all Establishments within the boundary of the Affected Property)
   1. The Command Retail Business Plan will cover the whole estate and set out the Contractor’s perception of the opportunity and intended investment. Individual Establishment Retail Business Plans will be presented in two categories: Retail Business Plan 1 will set out how Retail and Leisure services will be provided in those facilities considered to be profitable and potentially profitable; Retail Business Plan 2 will address those trading locations that may present a greater challenge to achieve at least break-even point.
   2. The Contractor is to submit a Command Retail and Leisure plan setting out the perceived opportunity and activities at a macro level and the intended investment for Retail and Leisure services. The Command Plan will be supported by the Establishment Retail Business Plans 1 and 2 showing the investment plans and profit and loss (P&L) accounts for each Retail facility (using the P&L templates provided in Booklet 5 – Pricing Schedule Workbook). Contractors should include within their Retail & Leisure Business Plans how each Retail offer meets the specific needs of SP and the wider Defence Community cohorts at each Establishment. Contractors shall demonstrate how prices will be controlled to ensure they are fair and represent good value for money for SP and the wider Defence Community and that SP are not disadvantaged through their location of work.
   3. UK Government policy requires that, where profitable business opportunities are operated by Contractors using Government assets, a contribution must be made to the Employer’s costs in providing those facilities. To meet this requirement, Contractors are to propose a Fixed Retail Rent (FRR) payment and variable rental payment for those Retail facilities that are profitable.
2. Retail Business Plan 1
   1. For Retail Business Plan 1, the Contractor shall identify the Retail facilities they can operate profitably and set out detailed proposals for the service provision. The Contractor may include details of any new facilities they wish to operate. Contractors must propose an FRR payment to the Employer for all profitable facilities, guaranteed for the five (5) years of the Contract term, subject to there being no material changes in the operating environment as defined in the Standard Operating Procedure for rent reviews. Any proposed rental payment will be set out on an annual basis and paid monthly. The Contractor will propose a variable rental payment so the Employer receives a further proportion of the benefit if the Contractor achieves a higher level of turnover than anticipated. The variable rent proposal shall be expressed as a percentage of the additional actual turnover in excess of the projected total annual turnover in the Contractor’s Retail Business Plan 1. In addition to the above information, the plan shall contain as a minimum the following details:
      1. An annual breakdown of the through-life financial and non-financial information to include assumptions and a consolidated sensitivity analysis using the templates provided at Appendix 2 to this Annex.
      2. Any investment, both management actions and financial amounts to deliver the plan and any associated costs of capital using the template provided in Booklet 5 – Pricing Schedule Workbook.
      3. A projected P&L loss account by facility and a consolidated P&L of all facilities in Business Plan 1 for the term of the Contract, including any FRR payments using the template provided in Booklet 5 – Pricing Schedule Workbook .
      4. Individual details of any Employer actions that would allow a higher level of FRR e.g. any proposed variations to the current opening times or provision of services using the template provided in Booklet 5 – Pricing Schedule Workbook.
   2. Through open book accounting and transparency requirements of this Contract, at the end of each financial year the Contractor shall present the Management Accounts for each Retail facility in accordance with Booklet 2 - Conditions of Contract. In the case of those Retail facilities in Retail Business Plan 1, if the total actual annual turnover for all facilities is higher than the projected annual turnover in the Contractor’s Plan, the variable rent shall be payable. In the case of Retail facilities in Retail Business Plan 1, where the total actual annual turnover for all Retail facilities is lower than the projected annual turnover in the Contractor’s plan but there are no material changes in the operating environment as defined in the Standard Operating Procedure for rent reviews, this shall be at the Contractor’s risk with no adjustment to the FRR payment. If there are any material changes in the operating environment as defined in the Standard Operating Procedure for rent reviews, then the rent review procedure will be triggered.
   3. The Employer will discuss the Contractor’s plans during the negotiation phase of the procurement.
3. Retail Business Plan 2

6.1. The Contractor will identify those Retail facilities that will not break-even and set out detailed proposals for the service provision. Retail Business Plan 2 shall show two alternative plans for any facility that the Contractor identifies as loss-making and would therefore require a Retail Needs Provision Payment (RNPP) to subsidise its continued trading.

6.2. The first of these plans (2A) shall show the non-financial and financial information for each facility (using the P&L and capital investment templates provided in Booklet 5 – Pricing Schedule Workbook) if the facility were to operate with no capital investment or the minimum required for its continued operation.

6.3. The second plan (2B) shall show the non-financial and financial information for each facility (using the P&L and capital investment templates provided in Booklet 5 – Pricing Schedule Workbook) with the level of capital investment required that achieves one of the following two criteria:

6.3.1. A service offer best-suited to meet the identified needs of the user population that may result in a higher RNPP subsidy than 2A as despite better meeting the needs of SP, the incremental sales and margins generated are not sufficient to absorb the depreciation costs of the capital investment.

Or,

6.3.2. A service offer best-suited to meet the identified needs of the user population that will generate higher sales and margin, despite the higher depreciation costs of the capital investment and therefore require a lower RNPP subsidy than Retail Business Plan 2A for the same facility.

6.4. As a minimum, plans 2A and 2B shall contain the following details:

6.4.1. An annual breakdown of the through-life financial and non-financial information to include assumptions and a consolidated sensitivity analysis using the template provided in Booklet 5 – Pricing Schedule Workbook.

6.4.2. For Retail Business Plans 2A and 2B, Contractors shall guarantee that any shortfall to break-even, that may require Employer financial support through a RNPP, will be no greater than any cumulative loss shown on the best and final Retail Business Plan 2 P&L account submission.

6.4.3. In addition to this, the Contractor shall show, for each of the five (5) years of the Contract, the annual sales that would be required to guarantee the achievement of break-even and the variable rent payable to the Employer above this level of sales.

6.5. The Employer will discuss the Contractor’s plans during the negotiation phase of the procurement.

6.6. Through the open book accounting and transparency requirements of this Contract, at the end of each financial year the Contractor shall present the Management Accounts for each Retail facility in accordance with Booklet 2 - Conditions of Contract.

6.7. If there are any material changes in the operating environment as defined in the Standard Operating Procedure for FRR and RNPP reviews, then the FRR review and RNPP procedure will be triggered.

1. Additional Retail Opportunities

7.1. Additional retail opportunities may be identified during the term of this Contract. Additional retail opportunities may be identified by any Party and fall into two main categories:

7.1.1. Type 1 - An extension of a retail facility or service that has been listed in the Command and Establishment Retail Business Plans which formed part of the Accepted Plan at Contract Award. An example of this might be the addition of a delivery service from an existing retail facility or the extension of services from an existing retail facility such as the introduction of an additional brand within an existing retail facility.

7.1.2. Type 2 - The identification of a new retail service **not** listed in the Command and Establishment Retail Business Plans which formed part of the Accepted Plan at Contract Award. An example of this would be the provision of a new retail service at a new location such as bespoke celebratory cake-making.

7.2. For type 1 opportunities, the Contractor shall follow the guidance given at paragraphs 5 and 6 above within ten (10) Working Days of the opportunity being communicated.

7.3. For type 2 opportunities, the Contractor shall complete the information given at table 1 below.

7.3.1. The Contractor shall provide the required information at table 1 below within ten (10) Working Days of the opportunity being communicated.

7.4. The Contractor’s response to additional retail opportunities will be reviewed at the weekly SFM Establishment Meetings.

| **Ser** | **Title** | **Comment** |
| --- | --- | --- |
| 1. | Originator details. | Name, position and contact details of originator. |
| 2. | Date. | The date the retail opportunity was proposed by the originator. |
| 3. | Description of opportunity – overview. | A brief description of the opportunity to include identified market, type of service, location(s), financial and non-financial headline benefits. |
| 4. | Description of Opportunity – detailed. | Financial information to show the targeted cohorts, the projected sales per annum, potential profitability, set up costs to include any capital investment by the Contractor and/or any other required investment by the Employer. |
| 5. | Further Information. | Identification of further information required to assess the opportunity. |
| 6. | Viability of opportunity. | Strength of product, market analysis, benefit to Defence Community and potential timing. |
| 7. | Conclusion and Signature of the person completing the form. | The acceptance/rejection of the opportunity using the evidence from points 4, 5 and 6. |

Table 1 – Information to be presented for type 2 additional retail opportunities.

**APPENDIX 1 TO ANNEX N**

**Catering and Retail Services definitions**

1.1 The Catering definitions are shown for information purposes only as Catering Services do not form part of the Retail Business Plans.

| **CATERING SERVICES** | **MEANING** | **COMMENT** |
| --- | --- | --- |
| Core Catering. | The provision of Core Meals and Enhanced Core Meals, supplying the nutrition necessary to sustain Service Personnel. | Normally, Core and Retail catering takes place in the Mess. However, occasionally, a Core Meal light lunch option is offered in a non-mess environment (e.g. Retail Café). |
| Retail Catering. | The provision of Retail Meals and call-order dishes, hot and cold food and drinks which include an element of profit in the Contractor’s price. Retail Catering complements and integrates with the Core Catering. |  |
| **RETAIL SERVICES** | **MEANING** | **COMMENT** |
| Retail Shop. | Provide some or all of the following: Non-prescription medical, toiletries, hygiene and grooming; hot and cold food and drinks; family, household and hardware products; confectionary; newspapers and magazines and items aligned to local needs identified by the Head of Establishment. |  |
| Retail Café. | Provide some or all of the following: Light, hot and cold food, hot and cold drinks, sandwiches, snacks and confectionery. | The majority of venues are non-mess environments, but this is not mandated, and a number of Junior Ranks Mess environments now host non-Mess Retail Kiosks. |
| Combined Retail Shop and Café. | Provide all or some of the items in 3 and 4 above, depending on space and market demand. |
| Licensed Retail. | Provide Junior Ranks and all ranks/civilian bars with the usual offer from licensed premises, occasionally with all or some of the offers of a Retail Cafe. |

1. Leisure Services definitions
   1. The following table describes those leisure services Contractors are required to provide as part of their Retail Business Plans for the Retail facilities and explains, for clarity, the leisure facilities that are not to be included in the Tender response.

|  |  |
| --- | --- |
| **LEISURE SERVICES** | **MEANING** |
| Leisure Add – on. | Indirect revenue generating Leisure Add–on which is provided to enhance the experience of customers in a Retail Café or Licensed Retail facility (e.g. large TV, children’s area). |
| Leisure Activity. | Direct revenue generating Leisure Activity which provides an earning opportunity (e.g. pool table, special events), which may be offered in a Retail Café, Licensed Retail facility or Mess but which may also be in a dedicated space (e.g. billiards room). |
| Leisure Facility. | Leisure facilities such as bowling alleys and cinemas are not included in this Contract. Poolside cafes, shops and bars are not leisure facilities, they are classified as Retail facilities and the operation of swimming pools and sports facilities are core service provisions, not covered by the Retail and Leisure Business plans. |



**BP 1 P&L**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Consolidated BP 1** |  | € - Excluding VAT | | | |  |  |  |
|  |  |  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | **Total** |  |
|  |  | Sales Increase % |  |  |  |  |  |  |  |
|  |  | Sales |  |  |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Labour |  |  |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |  |  |
|  |  | Other |  |  |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Fixed Retail Rent (FRR) |  |  |  |  |  |  |  |
|  |  | FRR % (of sales) |  |  |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Variable Rent proposal** | |  | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Retail Facility XX** |  | € - Excluding VAT | | | | | |  |
|  |  |  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | **Total** |  |
|  |  | Sales Increase % |  |  |  |  |  |  |  |
|  |  | Sales |  |  |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Labour |  |  |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |  |  |
|  |  | Other |  |  |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Fixed Retail Rent (FRR) |  |  |  |  |  |  |  |
|  |  | FRR % (of sales) |  |  |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | Av. Spend Per Head (€/head) |  | | Opening Times (Current) | |  | | |  |
|  | Participation Rate (%) |  | | Opening Times (Proposed) | |  | | |  |
|  |  | | | Rationale for change (if any) | |  | | |  |
|  |  |  |  |  |  |  |  |  |  |

**BP2A P&L**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |
|  | **Consolidated BP 2A** |  | € - Excluding VAT | | | |  |  |
|  |  |  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | **Total** |
|  |  | Sales Increase % |  |  |  |  |  |  |
|  |  | Sales |  |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Labour |  |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |  |
|  |  | Other |  |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Retail Needs Provision Payment |  |  |  |  |  |  |
|  |  | RNPP % (of sales) |  |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  | Sales Required to Break Even |  |  |  |  |  |  |
|  |  | **Variable Rent proposal** |  | | | | |  |
|  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Retail Facility XX** |  | € - Excluding VAT | | | | | |
|  |  |  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | **Total** |
|  |  | Sales Increase % |  |  |  |  |  |  |
|  |  | Sales |  |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Labour |  |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |  |
|  |  | Other |  |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Retail Needs Provision Payment |  |  |  |  |  |  |
|  |  | RNPP % (of sales) |  |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  | Sales Required to Break Even |  |  |  |  |  |  |
|  |  | **Variable Rent proposal** |  | | | | |  |
|  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | Av. Spend Per Head (€/head) |  |  | Opening Times (current) | |  | |  |
|  | Participation Rate (%) |  |  | Opening Times (proposed) | |  | |  |
|  |  | |  | Rationale for change (if any) | |  | |  |

**BP 2B P&L**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Consolidated BP 2B** |  | € - Excluding VAT | | | | | |  | |  | |
|  |  |  | Year 1 | Year 2 | Year 3 | Year 4 | | Year 5 | | **Total** | |
|  |  | Sales Increase % |  |  |  |  | |  | |  | |
|  |  | Sales |  |  |  |  | |  | |  | |
|  |  | CoS |  |  |  |  | |  | |  | |
|  |  | **Gross Profit** |  |  |  |  | |  | |  | |
|  |  | GP% |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Labour Cost** | Labour |  |  |  |  | |  | |  | |
|  |  | Labour % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  | |  | |  | |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | | 1% | |  | |
|  |  | Other |  |  |  |  | |  | |  | |
|  |  | Other % (of sales) |  |  |  |  | |  | |  | |
|  |  | **Total Variable Costs** |  |  |  |  | |  | |  | |
|  |  | Total Variable Costs % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Fixed Costs** | Retail Needs Provision Payment |  |  |  |  | |  | |  | |
|  |  | RNPP % (of sales) |  |  |  |  | |  | |  | |
|  |  | Depreciation |  |  |  |  | |  | |  | |
|  |  | Depreciation % (of sales) |  |  |  |  | |  | |  | |
|  |  | Other Fixed Costs |  |  |  |  | |  | |  | |
|  |  | **Total Fixed Costs** |  |  |  |  | |  | |  | |
|  |  | Total Fixed Costs % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Profit** | **Profit** |  |  |  |  | |  | |  | |
|  |  | Profit % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  |  | Sales Required to Break Even |  |  |  |  | |  | |  | |
|  |  | **Variable Rent proposal** |  | | | | | | | |  | |
|  |  |  | |
|  |  |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Retail Facility XX** |  | € - Excluding VAT | | | | | | | | | |
|  |  |  | Year 1 | Year 2 | Year 3 | Year 4 | | Year 5 | | **Total** | |
|  |  | Sales Increase % |  |  |  |  | |  | |  | |
|  |  | Sales |  |  |  |  | |  | |  | |
|  |  | CoS |  |  |  |  | |  | |  | |
|  |  | **Gross Profit** |  |  |  |  | |  | |  | |
|  |  | GP% |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Labour Cost** | Labour |  |  |  |  | |  | |  | |
|  |  | Labour % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  | |  | |  | |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | | 1% | |  | |
|  |  | Other |  |  |  |  | |  | |  | |
|  |  | Other % (of sales) |  |  |  |  | |  | |  | |
|  |  | **Total Variable Costs** |  |  |  |  | |  | |  | |
|  |  | Total Variable Costs % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Fixed Costs** | Retail Needs Provision Payment |  |  |  |  | |  | |  | |
|  |  | RNPP % (of sales) |  |  |  |  | |  | |  | |
|  |  | Depreciation |  |  |  |  | |  | |  | |
|  |  | Depreciation % (of sales) |  |  |  |  | |  | |  | |
|  |  | Other Fixed Costs |  |  |  |  | |  | |  | |
|  |  | **Total Fixed Costs** |  |  |  |  | |  | |  | |
|  |  | Total Fixed Costs % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | **Profit** | **Profit** |  |  |  |  | |  | |  | |
|  |  | Profit % |  |  |  |  | |  | |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  |  | Sales Required to Break Even |  |  |  |  | |  | |  | |
|  |  | **Variable Rent proposal** |  | | | | | | | |  | |
|  |  |  | |
|  |  |  | |
|  |  |  |  |  |  |  | |  | |  | |
|  | Av. Spend Per Head (€/head) |  |  | Opening Times (current) | |  | | | |  | |
|  | Participation Rate (%) |  |  | Opening Times (proposed) | | | | | | |  | |
|  |  |  |  | Rational for change (if any) | | |  | | | |  | |

**Sensitivity Analysis**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Impact on profitability if sales decrease, gross margin and utilities % do not change and all other costs stay the same** € **value** | | | | | | |
|  | **Consolidated** |  | € - Excluding VAT | | | |  |
|  |  |  | Year 1 (Base) | -5% | -10% | -15% | -20% |
|  |  | Sales |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Core Labour |  |  |  |  |  |
|  |  | **Total Labour** |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |
|  |  | Other |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Fixed Retail Rent (FRR) |  |  |  |  |  |
|  |  | FRR % (of sales) |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  | **Breakeven Point %** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Impact on profitability when sales decrease and labour and variable costs stay the same %** | | | | | | |
|  | **Consolidated** |  | € - Excluding VAT | | | |  |
|  |  |  | Year 1 (Base) | -10% | -20% | -30% | -40% |
|  |  | Sales |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Core Labour |  |  |  |  |  |
|  |  | **Total Labour** |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |
|  |  | Other |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Fixed Retail Rent (FRR) |  |  |  |  |  |
|  |  | FRR % (of sales) |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  | **Breakeven Point %** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **The impact on profitability when Gross Margin (GM) decreases (e.g. if GM is 50%, a reduction of 5% gives a GM of 47.5%)** | | | | | | |
|  | **Consolidated** |  | € - Excluding VAT | | | |  |
|  |  |  | Year 1 (Base) | -5% | -10% | -15% | -20% |
|  |  | Sales |  |  |  |  |  |
|  |  | CoS |  |  |  |  |  |
|  |  | **Gross Profit** |  |  |  |  |  |
|  |  | GP% |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Labour Cost** | Core Labour |  |  |  |  |  |
|  |  | **Total Labour** |  |  |  |  |  |
|  |  | Labour % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Variable Costs** | Utilities @ 1% of sales |  |  |  |  |  |
|  |  | Utilities % (of sales) | 1% | 1% | 1% | 1% | 1% |
|  |  | Other |  |  |  |  |  |
|  |  | Other % (of sales) |  |  |  |  |  |
|  |  | **Total Variable Costs** |  |  |  |  |  |
|  |  | Total Variable Costs % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Fixed Costs** | Fixed Retail Rent (FRR) |  |  |  |  |  |
|  |  | FRR % (of sales) |  |  |  |  |  |
|  |  | Depreciation |  |  |  |  |  |
|  |  | Depreciation % (of sales) |  |  |  |  |  |
|  |  | Other Fixed Costs |  |  |  |  |  |
|  |  | **Total Fixed Costs** |  |  |  |  |  |
|  |  | Total Fixed Costs % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Profit** | **Profit** |  |  |  |  |  |
|  |  | Profit % |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  | **Breakeven Point %** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Retail CAPEX**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **RETAIL CAPITAL INVESTMENT** | | | | | | |
|  |  |  |  |  |  |  |
| **N.B. Excludes mess and Junior Ranks Dining Room investment** | | |  |  |  |  |
|  |  |  |  |  |  |  |
| **SUMMARY** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Years 1 - 5** |
|  | **€** | **€** | **€** | **€** | **€** | **Total €** |
| **Capital Investment** | 0 | 0 | 0 | 0 | 0 | 0 |
|  |  |  |  |  |  |  |
| **CAPITAL INVESTMENT PROGRAMME** | |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Facility** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Years 1 - 5** |
|  | **€** | **€** | **€** | **€** | **€** | **Total €** |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
|  |  |  |  |  |  | 0 |
| **TOTALS** | 0 | 0 | 0 | 0 | 0 | 0 |
|  |  |  |  |  |  |  |

1. Secure Sites are defined as either Government premises or a secured office on the contractor premises. [↑](#footnote-ref-1)
2. JSP 770, Version V 13, Paragraph 0001. [↑](#footnote-ref-2)
3. JSP 770, Part 1, Chapter 1, Paragraph 1104. [↑](#footnote-ref-3)
4. JSP 770 V 13 Paragraph 1.1.16 and Annex D. [↑](#footnote-ref-4)