|  |  |
| --- | --- |
|  | Name: Catherine GregoryPost Title: Head of Commercial Defence Equipment & Support MoD Abbey WoodBristol BS34 8JH |

|  |  |
| --- | --- |
|  | Your Reference: Our Reference: PDP/002 – RFQ 702748454Date: 18/04/23 |

Dear Sir/Madam

**Invitation To Negotiate Reference No. PDP/002 - RFQ 702748454**

1. You are invited to tender for the Project Delivery Partner in competition in accordance with the attached documentation.
2. The requirement is for the provision of a Delivery Partner to assist in the delivery of a wide range of Project Delivery and Operational Delivery related products, services, and Tasking Orders . In addition, the Partner will be a key provider of temporary, Suitably Qualified and Experienced Personnel (SQEP) to meet DE&S/SDA and wider MOD resource shortfalls in these two functional areas across a range of our role profiles
3. Funding will be approved on a task by task basis for this Framework.
4. The anticipated date for the contract award decision is November 2023, please note that this is an indicative date and may change.
5. You must submit your Tender to arrive no later than 13:00 on the 01/06/23.

Yours sincerely,

Catherine Gregory

**List of Suppliers Invited to Submit a Tender for ITN No. PDP/002**

**Table A1**

|  |  |  |  |
| --- | --- | --- | --- |
| Tenderer | Supplier Name  | Supplier Address | Supplier Point of Contact |
| A | Jacobs  |  |  |
| B | KBR |  |  |
| C | APEX |  |  |

#  DEFFORM 47 – Invitation To Negotiate.

The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Agreement, further related documents and forms and sets out the Authority’s position with respect to the competition.

This invitation consists of the following documentation:

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# Section A – Introduction

## DEFFORM 47 Definitions

1. Capitalised terms shall have the meaning given in Clause 1.1 of the Contract Conditions unless the context requires otherwise;
2. “Authority” means the Secretary of State for Defence, acting on behalf of the Crown;
3. “Commercial Officer" means the Authority’s representative who is responsible for the administration of this Tender process. Contact details can be found in the Covering Letter.
4. "Commercial Evaluation Matrix" means the document attached at Appendix 4 (*Commercial Evaluation Matrix*);
5. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.
6. “Compliant Tender" has the meaning given in Paragraph D4;
7. “Conditions of Tendering” means the conditions set out in the DEFFORM 47 that govern the competition;
8. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.
9. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition
10. "Contractor Deliverables" means the works, goods, Products and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
11. "Contractor Group" means a consortium of more than one economic operator which acts as a single entity for the purpose of Tendering for and delivering the Contractor Deliverables;
12. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.
13. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.
14. "Cyber Security Model" means the model defined in Clause 61.
15. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.
16. "DPQQ" has the meaning Dynamic Pre-Qualification Questionnaire;
17. "EIR" means the Environmental Information Regulations 2004;
18. "Firm Price" means a price, agreed for the Articles, Contractor Deliverables, or Services, or all three, which is not subject to variation;
19. "FOIA" or “Freedom of Information Act” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the Information Commissioner’s Office from time to time in relation to such legislation;
20. "Government Furnished Information" or GFI means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority;
21. “Initial Tenders” means a Tender’s original tender in response to the ITN submitted by the Tender return date prior to Authority Clarification Questions and subsequent amendments.
22. "Insurance Response Matrix" means the document attached as Appendix 2 *(Insurance Response Matrix*);
23. "ITN" means Invitation To Negotiate and refers to the document following DPQQ that the Authority sends out to potential Tenderers;
24. ""ITN Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITN
25. "ITN Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITN. “Most Economically Advantageous Tender” has the meaning given in the Defence Security Public Contracts Regulations 2011;
26. “Negotiation Phase” means the negotiation period which will ultimately determine the Authority’s preferred bidder for the PDP/002 requirement.
27. "Overall Score" means the sum of the score when all elements are added together.
28. "Representative Tender Cost" means total cost of Authority indicated demand based off tenderer rates and Volume Discounts as required.
29. “Statement of Requirement” identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is Schedule B (Statement of *Requirements*) to the Contract Conditions;
30. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.
31. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the ead economic operator.
32. “Tender” is the offer that you are making to the Authority;
33. “Tenderer” means the economic operator or Contractor Group (including sub-contractors in both instances) invited to submit a response to this Invitation to Negotiate. Where “you” is used this means an action on you the Tenderer;
34. "Tasking Process" means the processes set out in Appendix 1 to Schedule B
35. “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

## Purpose

1. The purpose of this ITN is to invite you to propose a solution that meets the Authority's criteria for best price/quality ratio in accordance with the Defence Security Public Contracts Regulations 2011 to meet the Authority’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;
	5. criteria and methodology for the evaluation of Tenders; and
	6. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.
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.
4. This Requirement was advertised on the Defence Sourcing Portal (DSP) on 17th February 2023 ] under the following reference 702748454.
5. This procurement is conducted in accordance with Defence and Security Public Contracts Regulations 2011.
6. In continuing with this competition following the DPQQ, you confirm that you agree to the terms and conditions set out in this ITN.
7. Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.
8. Funding is due to be approved November 23.

## 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 Authority 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 Authority 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 Authority 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 Authority if you need to provide access to any ITN Documentation or ITN Material to any Third Party (other than your legal and financial advisors);
	4. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-Paragraph A45.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made in confidence directly by the Authority;
	5. accept that any further disclosure of ITN Documentation, or further use of ITN Documentation or ITN Material, or derived information without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
	6. inform the named Commercial Officer if you decide not to submit a Tender;
	7. immediately return or confirm destruction of (or in the case of software, that it is beyond use) 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 Authority that your Tender has been unsuccessful; and
	8. consult the named Commercial Officerto agree the appropriate return or 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 Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A44 above.

## Tender Expenses

1. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

## Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

A31. If you have stated your intention to bid as a Consortium in this Procurement, the following information must be provided in your Tender :

* + 1. full details of the Consortium including identifying a lead party who will submit the Tender on behalf of all Consortium Members;
		2. a structure diagram, identifying the composition, actual or proposed percentage shareholding and roles and responsibilities of all Consortium Members, including:
			1. their respective parent or ultimate holding companies;
			2. the structure, which should ensure that all legal obligations and liabilities are borne by a party or parties who satisfy the Economic and Financial standing requirements detailed in the PQQ; and
			3. the legal relationship between the parties;
		3. full details of the form and structure of the Consortium's proposed contracting entity;
		4. a statement of confirmation from all Consortium Members that the lead party has the authority to act on their behalf in the form of a completed & signed Consortium Lead Party Acknowledgement form
		5. evidence that all Consortium Members have entered into a legally binding arrangement which authorises submission of the Tender and which commits each Consortium Member to participate in the proposed contracting entity, should the Tender be successful. Such evidence may comprise a copy of the joint venture agreement or binding heads of terms between the Consortium Members; and
		6. financial information for each Consortium Member to the extent not provided as part of, or materially different from that provided as part of, PQQ.

## Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

1. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;
2. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium

Arrangement member or Sub-Contracting Arrangement member; or

1. any material changes to your financial health or that of a party to the Consortium

Arrangement or Sub-Contracting Arrangement; and

1. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured; ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

1. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or
2. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have prequalified.

## Contract Conditions

1. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Statement of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence (KiD)](https://www.gov.uk/guidance/knowledge-in-defence-kid) website.

## Other Information

## The Armed Forces Covenant

1. 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.
2. The Covenant is based on two principles:

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

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

1. The 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.
2. 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 Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

 Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

1. Paragraph A47 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

## Correspondence

1. Please direct all correspondence to the Commercial Officer who is the point of contact for this Tendering activity: Sue Towell, at sue.towell569@mod.gov.uk

# Section B – Key Tendering Activities

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

**Table B1 – Key activities and dates**

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| Tenderers Conference | 28 April 23 | The Authority | Invitation and details Via the DSP |
| Tenderers Initial IT presentation (optional) | Up to the 12th May 23 | Tenderers | Invitation and details Via the DSP |
| Final date for Clarification Questions / Requests for additional information | 15th May 23 | Tenderers | Submit via the DSP  |
| The Authority issuesFinal Clarification Answers | 19th May 23 | The Authority | Via the DSP  |
| Tender Return | 1st June 23, 1300, Deadline | Tenderers | Submit via DSP  |
| IT presentation | 5th June 23 | Tenderers |  |
| Stage One Tender Evaluation | 6th June 23 | The Authority | N/A |
| Negotiations Round 1  | 03 July 23 | The Authority | N/A |
| Invite to submit Stage Two Tender (ROCO) | To be confirmed28 Jul 23 | The Authority | Via the DSP  |
| Stage Two Tender submitted (ROCO) | 11 Aug 23 | Tenderers | Submit via the DSP  |
| Final Tender Evaluation | 14 Aug 23 | The Authority | N/A |
| Preferred Tenderer Announced | 15 Nov 23 | The Authority | N/A |

## Tenderers Conference

1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement.
2. A separate administration instruction for the Tenderer’s Conference will be issued through the Competition Site to Tenderers.
3. The Tenderer must provide the name(s) of those attending the Tenderers' Conference so that access to the location of the Tenderers' Conference can be arranged. The following details will be required for all attendees:
* Full name;
* Date of birth;
* Place of birth;
* Nationality now;
* Car make, model, colour, registration if known;
* Nationality previous;
* Company name;
* Email address
* Contact number

All attendees will be required to bring photo ID to gain access to the site.

1. The Authority will aim to issue the agenda for the Tenderers' Conference five (5) Working Days before the date of the conference.
2. After the Authority presentation Tenderers will be offered the opportunity to have 1-2-1’s with the Authority project team.
3. Following the Tenderers' Conference, a copy of the presentation given by the Authority at the conference will be issued to all Tenderers regardless of attendance.

## Tenderers Initial IT Presentation

## Document Up-Issue

1. At any time prior to Contract Award, the Authority may add, delete or amend any document relating to this procurement. Where it does so, the Authority will issue such changes to the Tenderer as soon as possible via DSP and the Tenderer shall be entitled to request additional time where such changes impact on the Tenderer’s ability to submit a Tender within the existing timescales.

## Tenderer clarification questions

1. Any clarification questions must be submitted to the Commercial Officer via the DSP. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

## Authority clarification questions

1. The Authority will issue clarification questions to Tenderers via the DSP. Tenderers should promptly acknowledge receipt of the clarification question and shall respond to the clarification question within 3 Business Days. Clarification questions issued by the Authority and responses received hitherto will be presumed to be commercially sensitive.

## Tender Return

1. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

## Negotiations

Further details regarding Negotiations can be found in Section D of this ITT

## TUPE

**Applicability Of TUPE**

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.
2. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

**TUPE Information Provided For Tendering Purposes**

1. TUPE information in respect of the current employees is provided at Appendix 4. 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

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

## Contract Award

1. Contract award notices will be issued following completion of the Authority’s approval process.
2. Should your tender be successful the Authority will notify you using DEFFORM 158A and subsequent to the standstill period confirm acceptance of your Tender, in writing, using DEFFORM 159. You should complete sections B and C of DEFFORM 159 and return a signed hard copy to the Authority. No contract will be in force between the parties until this has been issued by the Authority and executed by all parties as a deed.
3. Should your tender be unsuccessful, the Authority will notify you using a DEFFORM 158B..

**Standstill Period**

1. The Authority will allow a space of at least ten (10) calendar days between the date of dispatch of the notices to all Tenders in accordance with Clause B8 before entering into a contract.
2. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORMs 158A and158B are sent to successful and unsuccessful Tenderers respectively. Where this is not a Working Day, it extends to midnight at the end of the next Working Day.

# Section C - Instructions on Preparing Tenders

## Tenders for Selected Contractor Deliverables

## Construction of Tenders

1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP. Prices for three (3) years must be Firm priced and the remainder two (2 years) and the option years will be fixed price with Variation Of Price (VOP) applying from year 4 onwards.
2. For the full VOP clause please see Schedule E Payment & Performance Management of the Agreement section 5.1 Variation of Price.
3. HQTI Services Producer Price Index (SPPI) must be used by Tenderers when submitting your Tender.
4. Please see Artefacts Table at Appendix 3 to D47 list of what Tenderers need to supply.
5. To assist the Authority’s evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

## Validity

1. Your Tender must be valid and open for acceptance for 250 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

## Variant Bids

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

# Section D – Tender Evaluation

This section details how the Authority will evaluate Tenders.

## Evaluation Overview

1. Tenders will be evaluated using a Most Economically Advantageous Tender methodology, Willingness to pay, in accordance with this Section D.
2. Evaluation of Tenders will be solely on the basis of the criteria set out in this Section D. Any matter addressed through the negotiation process, but omitted from your Stage One and Stage Two Tender submissions and any response given to Authority clarification questions raised following receipt of Tenders shall not be considered or taken into account during Tender Evaluation.
3. Compliant Tenders will be assessed to determine the Most Economically Advantageous Tender. In order to be a **"Compliant Tender"**, the Tenderer must:
	1. submit a completed return of DEFFORM 47 Annex A (Offer) and all required appendices and annexes.
	2. all mandatory terms have been accepted by the Tenderer;
	3. not otherwise have been excluded from the procurement process.
	4. Passed the technical marking criteria as set out in Section D, Annex A.

**The Evaluation Process comprises three distinct stages, each as further described in this Section D.**

## Stage 1: Evaluation of Stage One Tenders

1. There are three overarching areas for evaluation in the first Stage:
	1. **"Commercial Compliance"**;
	2. **"Technical Evaluation" (including Social Value);**
	3. **"Financial Evaluation";**
2. Tenderers will be scored in accordance with the criteria in Section D. Oversight by the Authority will be undertaken and those that meet the minimum Technical criteria, and are deemed Commercially compliant will go forward to a Financial Evaluation. Tenders that do not meet the criteria will be excluded from the competition.
3. Each area of evaluation will have a Weighting. The table below summarises the evaluation area and weighting.

TABLE D1

|  |  |  |
| --- | --- | --- |
| **Level** | **Name** | **Weight (%)** |
| 0 | **PDP/002 ITN** | 100 |
| 1 | **Commercial** | **N/A** |
| 2 |  Terms and Conditions (Compliance) | N/A |
| 2 |  Insurance (Compliance) | N/A |
| 2 | Price Indexation Compliance | N/A |
| 2 | Consortium  | N/A |
| 1 | **Technical** | 90 |
| 2 |  **Quality of Service** | 42.3 |
| 3 |  [QOS1] Mode 1 - People Quality/Role Fit | 10.1 |
| 3 |  [QOS2] Mode 1 - Staff Readiness, Placement and Monitoring | 7.7 |
| 3 |  [QOS3] Mode 2 - Definition, Delivery and Support | 7.7 |
| 3 |  [QOS4] Mode 2 - Output Quality | 7.7 |
| 3 |  [QOS5] PDP Booking System | 9.1 |
| 2 |  **Management of the Contract (Structure, Systems & Planning)** | 20.9 |
| 3 |  [MOC1] Supply Chain Selection and Management | 9.4 |
| 3 |  [MOC2] Management Information Systems (MIS) | 6.2 |
| 3 |  [MOC3] Transition Plan | 5.3 |
| 2 |  **Management of the Contract (Partnering & Collaboration)** | 20.1 |
| 3 |  [MOC4] Organisation Design and Integration for Service Delivery  | 5.7 |
| 3 |  [MOC5] Strategy, Scaling and Risk Management | 9.1 |
| 3 |  [MOC6] Continuous Framework Improvement | 5.3 |
| 2 |  **Wider Benefits Sought** | 6.7 |
| 3 |  [WBS1] Wider MOD take-up | 3.8 |
| 3 |  [WBS2] Skills Transfer to MOD | 2.9 |
| 1 | **Social Value** | 10 |
| 2 |  **Tackling Economic Inequality** | 6.7 |
| 3 |  [MAC2.1] Opportunities for entrepreneurship and help new organisations to grow | 3.3 |
| 3 |  [MAC3.1] Create a diverse supply chain to deliver the contract | 3.4 |
| 2 |  **Fighting Climate Change** | 1.4 |
| 3 |  [MAC4.2] Support environmental protection and improvement | 1.4 |
| 2 |  **Equal Opportunity** | 1.9 |
| 3 |  [MAC6.1] Tackle inequality in employment | 1.9 |

## IT Proposal Presentation

Following Submission of Tenderer’s First Proposals, each Tenderer will be invited to deliver a short presentation to the Authority to provide an explanatory overview of its IT Proposal. This presentation will be to provide background information, and an opportunity for clarifications. It will not be evaluated or scored.

## Commercial Evaluation at Stage 1

1. Evaluation of the commercial element of the Tender will be undertaken by the Authority’s commercial staff.
2. The Stage 1 Commercial Evaluation will not result in a score. The purpose of the Stage 1 Commercial evaluation is to:
	1. ensure compliance with specific terms of the draft contract indicated to be Mandatory;
	2. to inform the negotiation period that will take place, if required following the Stage 1 Evaluation; and
	3. to inform the revised version of the Draft Contract which the Authority issues to Tenderers following Stage 2 Evaluation
	4. Ensure that where there is any existing or potential conflict of interest a proposed compliance regime has been submitted and has met the standard required by the Authority.
	5. Ensure that all artefacts required to be included with the bid have been submitted.
3. Each Tenderer must complete the Commercial Envelope on the DSP, confirming compliance with the mandatory clauses therein, unless it is indicated that the clauses are contained within the **Derogation Table** as set out below in paragraph D10 to D11
4. Tenderers must complete and return (as attachments within DSP) a completed Derogations Table D2 Full instructions in respect of this can be found in respectively. Section D Annex C and Section D Annex D.
5. No marked up versions of the draft contract terms will be permitted and should any be submitted as part of the Stage One Tender the Authority will disregard them.

## Technical Evaluation at Stage 1

1. The Technical Evaluation will be undertaken by the Authority, with additional subject matter experts and external specialists as are required.
2. Tenderers must respond to each of the Individual Criterion in Section D, Annex A – ITN Technical Criteria and Guidance. The Authority reserves the right (but shall not be obliged) to look at the Tenderer's responses as a whole when evaluating an Individual Criterion.
3. Note that some responses to evaluation criteria, such as your response to the Partnering element and continuous improvement, will, if you are successful in your bid, be incorporated in to the Agreement by means of inclusion as an annex to Schedule B, Statement of Requirements or other appropriate element of the Agreement.

## Commercial and Technical Tender Assessment Panel, Moderation and Oversight at Stage 1

1. A moderator will call a Tender Assessment Panel (**"TAP"**), which will include all evaluators. At the TAP, the moderator will review the scores given and, where there is a difference, seek to achieve an agreed overall score for the Technical Evaluation with all attendees. The final Overall Score will include everything being evaluated at that stage in the process. The TAP will be held at the conclusion of each evaluation stage.
2. At Stage One, an Oversight Panel, composed of Authority personnel will review the outputs of the Commercial and Technical TAP, to ensure that the Tender evaluation has been conducted fairly and in accordance with this ITN. This will confirm those Tenderers who will proceed to the next stage (Financial Evaluation).

## Financial Evaluation at Stage 1

1. Only those Tenderers who have been selected to go forward to Financial Evaluation in Stage One (meeting the Commercial compliance requirements and the Technical minimum threshold score), will be financially evaluated.
2. The Financial Evaluation will be conducted utilising the Financial Response Template in accordance with Section D, Annex E. This Template must be completed by the Tenderer in accordance with the instructions contained therein.
3. The prices submitted in the Stage One tender will be treated as a maximum price and cannot be increased in subsequent negotiation rounds or in the Stage Two tender submissions. It is acceptable for any submitted prices to be reduced following subsequent rounds of negotiation.
4. If the Authority believes that a tenderer has submitted an abnormally low tender, then the Authority will follow the process set out in Regulation 31 of the Defence and Security Public Contracts Regulations 2011 and may exclude the tender.
5. The potential contract period is 7 years on a 5 years + optional 1 year + 1 year basis.
6. The Authority requires separate Firm prices for years 1 to 3, and fixed pricing for years 4, 5 plus the 2 option years.

## Stage 1 Overall Evaluation Score

1. At the end of Stage 1 Evaluation Process, the Authority will calculate the Overall Evaluation Scores using the Willingness to Pay MEAT method.
2. The Authority has determined that it is willing to pay £5,000,000 (£5million) for a 1 point increase in Overall Quality Score.
3. The Overall Evaluation Score for each Tender will be calculated using the equation below:

Overall Evaluation Score = Total Evaluated Cost - (Overall Quality Score × 5,000,000)

1. Tenderers should note it is perfectly normal for the Willingness to Pay calculation to produce negative numbers for the Overall Evaluation Scores. A worked example of the calculation can be found at D28 below.

Willingness to pay worked example

1. The following is an illustrative example of the willingness to pay calculation as applied to three hypothetical Tenders.

|  |  |  |
| --- | --- | --- |
| *Tender* | *Tender Total Evaluated Cost (£M)* | *Tender Quality Score (%)* |
| 1. (A)
 | 1. 1,140
 | 1. 66
 |
| 1. (B)
 | 1. 1,200
 | 1. 72
 |
| 1. (C)
 | 1. 1,020
 | 1. 61
 |

**Please note that the values used in this example are illustrative and must NOT be taken as an indication of expected functionality or value for the procurement.**

1. For each Tender, the Overall Evaluation Score is calculated, using the formula given above and the advertised £5,000,000 value:
2. Tender (A) Overall Evaluation Score = £1,140M - (66 × £5M) = 810M
3. Tender (B) Overall Evaluation Score = £1,200M - (72 × £5M) = 840M
4. Tender (C) Overall Evaluation Score = £1,020M - (61 × £5M) = 715M
5. The Preferred Tender is the one with the lowest Overall Evaluation Score: in this example it is (C).
6. Rankings, in order of ascending rating, are shown in tabular form below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Tender* | *Total Evaluated Cost (£M)* | *Quality Score (%)* | *Overall Evaluation Score(M)*  | *Rank* |
| 1. (A)
 | 1. 1,140
 | 1. 66
 | 1. 810
 | 1. 2
 |
| 1. (B)
 | 1. 1,200
 | 1. 72
 | 1. 840
 | 1. 3
 |
| 1. (C)
 | 1. 1,020
 | 1. 61
 | 1. 715
 | 1. 1
 |

1. Should one or more Tenders have the same Overall Evaluation Score, the Tender with the lowest Total Evaluated Cost will be ranked highest.
2. If Tenders cannot be separated by the method in D28, then the scores of each Technical Question, in descending order of weight, will be compared one at a time until a difference in score is found, with the highest scoring tender on this question being ranked the highest.
3. Following Evaluation of Initial Tenders, the Authority will determine whether a Negotiation Phase is required.
4. The Authority reserves the right to award the preferred bidder at the end of Stage 1 if all terms are acceptable and technical criteria satisfied, or to add or remove rounds of negotiation. This may have an effect on the overall timescales.
5. Where a Negotiation Phase is to take place only Tenders which are compliant in accordance the Evaluation Process above shall proceed to the next stage of the Evaluation Process
6. Where a Negotiation Phase does not take place:
7. any Tenders which are determined to be non-compliant by the Authority cannot be selected as preferred bidder; and
8. subject to limb (a) above, the Tenderer with the lowest Overall Evaluation Score in accordance with D33 to D36, in relation to a compliant Initial Tender will be selected as the preferred bidder.

## Stage Two Evaluation

1. In Stage Two, the Tenderers will participate in negotiation with the Authority. At the end of this phase, they will be invited to submit a Stage Two Tender as detailed in Paragraphs D47-D52

## Negotiations

1. Lots will be drawn by the Commercial Officer to allocate a Tenderer position ( X, Y and Z) for the negotiation process. The first round of negotiations will be held over a two week period. Subsequent negotiation periods will be arranged if required. The allocated position, provided at ITN, will determine the day of the negotiation in each week as follows:
	* + Negotiation timeframes are detailed in table D2 below. Negotiations shall take place in writing, or;
		+ formal face-to-face meetings at the Authority's premises, or at any other premises that the Authority shall nominate.

**Table D2 - Negotiation sessions**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Monday | Tuesday | Wednesday | Thursday | Friday |
| Week One | Tenderer X | Tenderer X | No negotiations | Tenderer Y | Tenderer Y |
| Week Two | Tenderer Z | Tenderer Z | No negotiations | No negotiations | No negotiations |

1. During the negotiation sessions the Tenderer’s Derogations Table will be considered. As stated at Section D Annex D Tenderers' Derogations Tables will not form part of the Evaluation, but will inform:
	1. the agenda for the Negotiation Sessions; and
	2. the revised version of the Draft Contract which the Authority will offer to the Tenderers following the negotiation period.
2. The Authority will consider each Derogation proposed Tenderers but may not be able to discuss all Derogations due to the limited amount of time available for Negotiation Sessions. The Authority therefore advises that Tenderers should minimise the number of Derogations that they propose and should ensure that their Derogations focus only on matters which, as drafted by the Authority, would have a significant impact on the value of their Proposal or pose a material risk to a Tenderer's ability to continue in the Procurement.
3. The Authority may at its discretion determine whether to accept, reject or propose alternatives to Derogations proposed by Tenderers in their Derogations Tables following the negotiation period and will prepare the Final Draft Contract on this basis.

## Stage Three - Invitation for Revised or Confirm Offer

1. At the end of the rounds of negotiation the Authority will consider the Derogations proposed by each Tenderer, and will issue an Invitation to Revise or Confirm the Offer (ROCO).
2. This Invitation will comprise a set of Terms and Conditions for each Tenderer. The Final Draft Contract is not negotiable and Tenderers' Final Proposals must be submitted on the basis of the Final Draft Contract.
3. Each Tenderer will be allowed to revisit (but not increase) their prices and accept their newly negotiated Terms and Conditions.
4. Tenderers will not be able to revisit and re-submit their technical submissions.
5. If the Tenderers to not agree to their newly negotiated Terms and Conditions they will be considered non-compliant and will be excluded.
6. Each Tenderer shall have ten (10) Business days from the date of issue of the Invitation to submit their ROCO.
7. The Stage Two Tenders received shall not be opened by the Authority until all Stage Two Tenders have been received on the DSP .
8. No Derogations Tables or mark-ups of the Final Draft Contract will be accepted in ROCO. The Tenders will be required to accept the Terms and Conditions as drafted by the Authority and resubmit pricing accordingly. Confirmation of acceptance must be entered on the DSP.
9. The Authority will only re-evaluate where there have been changes and where there are no changes, the scores from Stage One will automatically be pulled through.

## Final Most Economically Advantageous Tender Scoring

1. Following submission of the ROCO, the final MEAT score will be calculated using the willingness to pay formula as set out in D28 to D31 above.

## Tender Assessment Panel, Moderation and Oversight

1. As in Stage 1, the moderator will call a Tender Assessment Panel (**"TAP"**), which will include all evaluators. At the TAP, the moderator will review the scores given and, where there is a difference, seek to achieve an agreed overall score with all attendees.
2. At Stage Two, an Oversight Panel, composed of Authority personnel will review the outputs of the Commercial, Technical, Financial and Presentation Evaluation to ensure that the Tender evaluation has been conducted fairly and in accordance with this ITN.

## Preferred Bidder

1. The Preferred Bidder will be the Tenderer who has the highest MEAT score at Stage Two.

# Section D, Annex A – Technical Evaluation Criteria and Guidance

1. **Guidance** as below, see Annex A – ITN Technical Criteria and Guidance
2. The criteria questions cover four (4) broad areas of the proposed framework, in addition to those detailed in schedule B (Requirements) set out in this ITN and are fundamental to the effective delivery of the contract.
3. You should follow the guidance set out in this DEFFORM47 when responding to the criteria, in addition to following the general instructions and the question specific guidance when preparing your Tender.
4. Your response MUST include submissions for all thirteen (13) criteria questions and should cover all the confidence characteristics detailed. If you fail to submit a response for one or more of the mandatory confidence characteristics your Tender may be deemed non-compliant.
5. A page limit has been imposed for each question. The page limit varies depending on the number of confidence characteristics and the individual question weighting. The page limit is specified, alongside the weighting, at the top of each question, and all pages should be A4 (Arial font size 11). Any pages not meeting the specification or exceeding the imposed page count for that question will not be considered.
6. You are encouraged to align individual confidence characteristics and the corresponding response in sequence when providing evidence for the following thirteen (13) ITN criteria questions. A brief description outlining the questions and aim is provided below (**a – m**).
7. **Quality of Service [Mode 1] - People Quality/Role Fit**. You must demonstrate how you intend identify and provide Suitably Qualified and Experienced Personnel (SQEP) in accordance with the appropriate Authority success profiles and the turnaround times specified.
8. **Quality of Service [Mode 1] – Staff Readiness, Placement and Monitoring.** You must demonstrate how you will ensure that all selected SQEP resources are ‘deployment ready’, suitably trained and inducted to be able commence work within their host teams immediately upon placement, as well as remaining able to perform the work required by the project throughout the duration of the tasking.
9. **Quality of Service [Mode 2] – Specific Tasks – Definition, Delivery and Support.** You must demonstrate how you will collaboratively support the Authority in achieving best value outcomes on specific tasking requirements.
10. **Quality of Service [Mode 2] – Specific Tasks / Output Quality.** You must demonstrate how you will provide high quality specific tasking deliverables in alignment with UK MOD formatting requirements and pre-agreed delivery team specifications.
11. **Quality of Service – PDP Booking System / Tasking Process.** You must demonstrate how you will provide an efficient, reliable, IT-based booking solution that will support the end-to-end process of workforce demand and minimise transactional burden and overhead on the Authority PDP Hub and wider framework user community.
12. **Management of the Contract – Supply Chain Selection and Management.** You must demonstrate how you will effectively construct, support and manage their supply chain to deliver the quality required by the PDP framework throughout the life of the contract.
13. **Management of the Contract – Management Information and Systems (MIS).** You must demonstrate how you will provide an optimal MIS solution in support of the Service Delivery throughout the life of the contract.
14. **Management of the Contract – Transition Plan.** You must demonstrate how you will work with all parties and stakeholders to ensure a seamless, risk mitigated transition into the new Framework Service provision within the required timescales demonstrated through cohesive planning with minimal disruption to authority outputs.
15. **Management of the Contract – Organisation Design and Integration for Service Delivery.** You must demonstrate how you will assemble and deliver a framework service delivery organisation in alignment with the provided operating model, which maintains optimisation, and is responsive and adaptable throughout the life of the contract.
16. **Management of the Contract – Strategy, Scaling and Risk Management.** You must demonstrate how you will work collaboratively and proactively with the Authority in delivering a service that is subject to fluctuations in demand and effectively manage the risks that this may generate throughout the life of the contract.
17. **Management of Contract – Continuous Framework Improvement**. You must demonstrate how you will work with the Authority collaboratively in partnership to continually improve the Framework services delivery.
18. **Wider Benefits Sought – Wider MOD Take-Up.** You must demonstrate how you will, collaboratively with the Authority, encourage, support and enable wider TLB take up of the framework.
19. **Wider Benefits Sought – Skills Transfer to MOD.** You must demonstrate how you will deliver collaborative knowledge transfer and learning to the UK MOD workforce in conjunction with framework delivery throughout the life of the contract.
20. Where the evidence required specifies an artefact, such as a CV, risk register, etc..., it must be provided and clearly identifiable for evaluation. Requested artefacts will not be included in the page count; however, the document(s) must be appropriate for the requirement stated and not used to provide information outside of the scope of the artefact in question. Any artefact assessed by the Authority as not meeting the specified requirement(s) will not be considered for evaluation.
21. As detailed in this DEFFORM47 tenderers will be invited to provide a practical demonstration of their proposed IT Solution/Booking System. The project team will provide up to two hours only, the presentation will be promptly concluded when the specified time has elapsed. The Authority will determine the commencement of the specified time and will advise all parties when this is to be concluded.

1. **Technical Criteria Scoring**
2. Each question will be evaluated independently of the other responses. Each question has a separate evaluation criterion. This will result in a single score being awarded to each question in accordance with the scoring scheme set out in the table below:
3. A description of the scoring for ITN criteria questions is as follows:
	1. The maximum score that can be awarded to a single question is one hundred percent (100%) - High Confidence.
	2. The minimum acceptable score associated with each single question is ten percent (10%) - Satisfactory Confidence.
	3. The minimum score that can be awarded to a single question is zero percent (0%) – Unacceptable (fail).
4. Should a single question be awarded a zero (0), the Authority will continue to evaluate all other questions and award a score for each accordingly, however the whole Tender may be deemed non-compliant. For clarity, if you do not achieve a minimum confidence (score 10%) on any single question, your whole Tender may be deemed non-compliant.
5. Not all questions have been weighted equally as set out in the ITN Evaluation Criteria – Headings and Hierarchy table.
6. The weightings for the questions have been set so that the total of the weighted scores for all technical criteria questions, including the Social Value, represent 100%.
7. The Authority will determine the score to be awarded for a single question based on the number of associated confidence characteristics that have been met. Each question has a separate evaluation criterion, i.e., the number of confidence characteristics required to achieve a specific confidence score will vary from question to question and will be described in the questions scoring guidance.

|  |  |
| --- | --- |
| Score | Evaluation Criteria (Separate Criteria for each Question) |
| High Confidence100% | The Authority judges that **all** Mandatory and Discretionary Confidence Characteristics have been met. |
| Good Confidence80% | The Authority judges that **all** Mandatory Confidence Characteristics have been met, and **X of X** Discretionary Confidence Characteristics have been met. |
| Moderate Confidence50% | The Authority judges that **all** Mandatory Confidence Characteristics have been met, and **X of X** Discretionary Confidence Characteristics have been met. |
| Satisfactory Confidence10% | The Authority judges that **all** Mandatory Confidence Characteristics have been met, and NO Discretionary Confidence Characteristics have been met. |
| Unacceptable (fail)0% | The Authority judges that one or more Mandatory Confidence Characteristics have not been met. |

# Section D – Annex B – Social Value

**Overview**

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers’ money.

As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:

* + - Tackling economic inequality.
		- Fighting climate change; and
		- Equal opportunity.

The Social Value Scoring Criteria is listed below, under Appendix 2. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

Alongside the Standard Reporting Metrics (SRM), Social Value Key Performance Indicators (KPIs) will be used within this contract. KPIs will be generated from the Potential Provider’s social value response it is therefore important that measurable commits are included in the response (both commitments against the SRMs and other metrics as may be appropriate. KPIs will be agreed between the parties and included in the contract at Contract Award.

In accordance with the DEFFORM 47, please ensure that your written submission is in 11pt Arial.

For this procurement, the following SVM MAC have been selected as being appropriate.

|  |  |  |  |
| --- | --- | --- | --- |
| **Theme** | **Policy Outcome** | **MAC Reference** | **MAC Title** |
| 1 | Tackling economic inequality | Create new business, new jobs and new skills | 2.1 | Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation. |
| 2 | Tackling economic inequality | Increase supply chain resilience and capacity  | 3.1 | Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSE’s and mutuals |
| 3 | Fighting climate change | Effective Stewardship of the environment | 4.2 | Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement. |
| 4 | Equal opportunity | Tackling Workforce Inequality | 6.1 | Tackling inequality in the contract workforce  |

**Further Social Value Guidance can be found:**

1. Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

1. Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

1. Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf>

**Aim**

The aim of the following SVM MACs is to understand the Potential Provider’s Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

In your written response you should provide convincing arguments, including suitable evidence, of **What** your understanding of Social Value is, in relation to this procurement, and **How** you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.

You should provide, for each MAC MEQ:

* your ‘Method Statement,’ stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
* timed action plan
* use of metrics
* tools/processes used to gather data
* reporting
* feedback and improvement
* transparency
* how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

From the information that you provide, the evaluators will assess, Qualitatively, your response, based on the information that you provide within your tender response.

Alongside their Commitments against the SRMs, the successful Potential Provider’s method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

The Potential Providers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

The Potential Providers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Appendix 1 – Model Award Criteria

| **Tackling economic inequality - Create new businesses, new jobs, and new skills** |
| --- |
| **Theme** | **Policy Outcome** | **Weighting** | **(As percentage of Social Value):** | **3.3% Out of 10%** |
| 1  | **Tackling economic inequality** | **2 - Create new businesses, new jobs, and new skills** | **MAC** | **2.1** | **Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.** |
| 2.1 | **Model Evaluation Question (MEQ)** | * Using a maximum of 2000 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:
* ● your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
* ○ timed action plan
* ○ use of metrics
* ○ tools/processes used to gather data
* ○ reporting
* ○ feedback and improvement
* ○ transparency

● how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering. |
| **Sub-Criteria for MAC:** | Entrepreneurship, growth and business creation |
| **Model Response Guidance:** | Activities that demonstrate and describe the Tenderer’s existing or planned: * Understanding of the level of Small, Medium and Large organisations and Voluntary, Community and Social Enterprises and Mutuals participation in the contract supply chain.
* Identification of opportunities to grow supplier diversity in the contract supply chain or in the location/community where the contract is performed, including SME and VCSE participation and new business creation.
* Engagement activities for potential new suppliers to the contract supply chain, prior to awarding subcontracts.
 |
| **Illustrative examples:** | * advertising upcoming opportunities in accessible media; raising awareness of future opportunities to target audiences; meet the buyer events; awareness raising by guidance or events of how to tender effectively for public supply chain contracts.
* Measures to make the supply chain working environment conducive to a diverse range of suppliers and growing businesses, including but not limited to: ○ structuring the supply chain selection process in a way that ensures fairness (e.g. anti-corruption) and encourages participation by new and growing businesses.
* advertising supply chain opportunities openly and to ensure they are accessible to new and growing businesses, including advertising subcontracting opportunities on Contracts Finder.
* ensuring accessibility for disabled business owners and employees.
* prompt payment.
* co-design and co-creation of services; collaborative performance management; appropriate commercial arrangements; inclusive working methods and use of inclusive technology; creating opportunities for entrepreneurship and helping new, small organisations to grow
 |
| **Standard Reporting Metrics** | * Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.
* Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region.
* Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region.
* Number of people-hours of learning interventions delivered under the contract, by UK region
 |
| **Potential Provider’s Response:** | *In complying your answer, please refer to the* [*Social Value Model Quick Reference Table*](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F940828%2FSocial-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf&data=04%7C01%7CMODDefence-SocialValue%40mod.gov.uk%7Cf20c69fa0c84425ee45b08d9db6247ed%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637782037422817414%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=E9zgja0rO6jeZIR1xDOwQZrkV3elwZzO5P%2Fj%2FIdGNAQ%3D&reserved=0)*, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for:  The written submission should be in 11pt Arial to meet the response requirement.* |

| **Tackling economic inequality - Create diverse supply chains** |
| --- |
| **Theme** | **Policy Outcome** | **Weighting** | **(As percentage of Social Value):** | **3.4 % Out of 10%** |
| 2 | **Tackling economic inequality** | **Create diverse supply chains** | **MAC** | **3.1** | **Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals** |
|  | **Model Evaluation Question (MEQ)** | Using a maximum of 2000 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: * your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
	+ timed action plan
	+ use of metrics
	+ tools/processes used to gather data
	+ reporting
	+ feedback and improvement
	+ transparency
* how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.
 |
| **Sub-Criteria for MAC:** | Diverse Supply Chains |
| **Model Response Guidance:** | Activities that demonstrate and describe the tenderer’s existing or planned: * Understanding of the types of businesses in the market and the level of participation by new businesses, entrepreneurs, start-ups, SMEs, VCSEs and mutuals.
* Activities to identify opportunities to open sub-contracting under the contract to a diverse range of businesses, including new businesses, entrepreneurs, start-ups, SMEs, VCSEs and mutuals.
* Plans for engaging a diverse range of businesses in engagement activities prior to appointing supply chain members (including activities prior to award of the main contract and during the contract term).
* Activities that demonstrate a collaborative way to work with a diverse range of businesses as part of the supply chain.
 |
| **Illustrative examples:** | Illustrative examples: co-design and co-creation of services; collaborative performance management; appropriate commercial arrangements; inclusive working methods; and use of inclusive technology. ● Advertising of supply chain opportunities openly and to ensure they are accessible to a diverse range of businesses, including advertising sub-contracting opportunities on Contracts Finder. ● Ensuring accessibility for disabled business owners and employees. ● Structuring of the supply chain selection process in a way that ensures fairness (e.g. anti-corruption) and encourages participation by a diverse range of businesses, including with regard to new businesses, entrepreneurs, start-ups, SMEs, VCSEs and mutuals. |
| **Standard Reporting Metrics** | For each of the following categories: ○ start-ups ○ SMEs ○ VCSEs; and ○ mutuals: ■ The number of contract opportunities awarded under the contract. ■ The value of contract opportunities awarded under the contract in £. ■ Total spend under the contract, as a percentage of the overall contract spend. |
| **Potential Provider’s Response:** | *In complying your answer, please refer to the* [*Social Value Model Quick Reference Table*](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F940828%2FSocial-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf&data=04%7C01%7CMODDefence-SocialValue%40mod.gov.uk%7Cf20c69fa0c84425ee45b08d9db6247ed%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637782037422817414%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=E9zgja0rO6jeZIR1xDOwQZrkV3elwZzO5P%2Fj%2FIdGNAQ%3D&reserved=0)*, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.* |
|  |

| **Fighting Climate Change** |
| --- |
| **Theme** | **Policy Outcome** | **Weighting** | **(As percentage of Social Value):** | **1.4 % Out of 10%** |
| 3 | **Fighting Climate Change** | **Effective stewardship of the environment** | **MAC** | **4.2** | **Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement** |
|  | **Model Evaluation Question (MEQ)** | * Using a maximum of 2000 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include:
* your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
	+ timed action plan
	+ use of metrics
	+ tools/processes used to gather data
	+ reporting
	+ feedback and improvement
	+ transparency
 |
| **Sub-Criteria for MAC:** | Influence environmental protection and improvement |
| **Model Response Guidance:** | Activities that demonstrate and describe the tenderer’s existing or planned: * Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.
* Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.
 |
| **Illustrative examples:** | Illustrative examples: * Engagement to raise awareness of the benefits of the environmental opportunities identified.
* Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.
* Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract.
* Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives.
* Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact.
 |
| **Standard Reporting Metrics** | Number of people-hours spent protecting and improving the environment under the contract, by UK region. ● Number of green spaces created under the contract, by UK region. ● Annual: ○ Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). ○ Reduction in water use arising from the performance of the contract, measured in litres. ○ Reduction in waste to landfill arising from the performance of the contract, measured in metric tonnes. |
| **Potential Provider’s Response:** | *In complying your answer, please refer to the* [*Social Value Model Quick Reference Table*](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F940828%2FSocial-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf&data=04%7C01%7CMODDefence-SocialValue%40mod.gov.uk%7Cf20c69fa0c84425ee45b08d9db6247ed%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637782037422817414%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=E9zgja0rO6jeZIR1xDOwQZrkV3elwZzO5P%2Fj%2FIdGNAQ%3D&reserved=0)*, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.* |
|  |

| **Equal opportunity** |
| --- |
| **Theme** | **Policy Outcome** | **Weighting** | **(As percentage of Social Value):** | **1.9 % Out of 10%** |
| 4 | **Equal opportunity** | **Tackle workforce inequality** | **MAC** | **6.1** | **Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce**  |
|  | **Model Evaluation Question (MEQ)** | Using a maximum of 2000 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: * your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Award Criteria, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
	+ timed action plan
	+ use of metrics
	+ tools/processes used to gather data
	+ reporting
	+ feedback and improvement
	+ transparency
* how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.
 |
| **Sub-Criteria for MAC:** | * Tackling inequality in the contract workforce
 |
| **Model Response Guidance:** | Activities that demonstrate and describe the tenderer’s existing or planned: * Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer’s own organisation and those of its key sub-contractors.
* Measures to tackle inequality in employment, skills and pay in the contract workforce
 |
| **Illustrative examples:** | Illustrative examples: * Inclusive and accessible recruitment practices, and retention-focussed activities.
* Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
* Working conditions which promote an inclusive working environment and promote retention and progression.
* Demonstrating how working conditions promote an inclusive working environment and promote retention and progression.
* A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level.
* Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
* Using skill-based assessment tasks in recruitment.
* Using structured interviews for recruitment and promotions.
* Introducing transparency to promotion, pay and reward processes.
* Positive action schemes in place to address under-representation in certain pay grades.
* Jobs at all levels open to flexible working from day one for all workers.
* Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics.
* Regular equal pay audits conducted.
 |
| **Standard Reporting Metrics** | * Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
* Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region.
* Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
* Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.
* Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
* Number of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.
 |
| **Potential Provider’s Response:** | *In complying your answer, please refer to the* [*Social Value Model Quick Reference Table*](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F940828%2FSocial-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf&data=04%7C01%7CMODDefence-SocialValue%40mod.gov.uk%7Cf20c69fa0c84425ee45b08d9db6247ed%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637782037422817414%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=E9zgja0rO6jeZIR1xDOwQZrkV3elwZzO5P%2Fj%2FIdGNAQ%3D&reserved=0)*, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.* |
|  |

**Appendix 2 – Social Value Scoring Criteria**

|  |  |  |
| --- | --- | --- |
|  | **Criteria for awarding score** | **Score** |
| **Excellent**: (exceeds all of the Model Award Criteria (MACs)). | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: * Very good understanding of the requirements.
* Excellent proposals demonstrated through relevant evidence.
* Considerable insight into the relevant issues.
* The response is also likely to propose additional value in several respects above that expected.
* The response addresses the social value policy outcome and also shows in-depth market experience.
 | 100 |
| **Very good**: (exceeds some of the Model Award Criteria (MACs)) | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: * Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses the social value policy outcome and also shows good market experience.
 | 80 |
| **Good**: (meets all of the Model Award Criteria (MACs)) | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: * Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses most of the social value policy outcome and also shows general market experience.
 | 50 |
| **Poor**: (meets some of the Model Award Criteria (MACs)) | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: * There is at least one significant issue needing considerable attention.
* Proposals do not demonstrate competence or understanding.
* The response is light on detail and unconvincing.
* The response makes no reference to the applicable sector but shows some general market experience.
* The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.
 | 10 |
| **Fail** | The response completely fails to meet the required standard or does not provide a proposal.  | 0 |

**Section D Annex C - Mandatory Contract Elements**

| **Mandatory Contract Elements** |
| --- |
| **Clause NO** | **Title** |
| Clause 2 |  GOVERNING LAW |
| Clause 4 | DURATION OF THE AGREEMENT |
| Clause 5 | APPOINTMENT AND LIABILITY |
| Clause 6 | NON-EXCLUSIVE AGREEMENT |
| Clause 7 | TRANSPARENCY |
| Clause 8 | CHANGE OF CONTROL OF THE SUPPLIER AND CHANGE IN COI ASSOCIATES |
| Clause 9 | SUPPLIER WARRANTIES AND REPRESENTATIVES |
| Clause 10 | SUPPLIERS RELATED PARTIES |
| Clause 11 | AUTHORITY RELATED PARTIES |
| Clause 12 | NOTICES |
| Clause 13 | REPRESENTATIVES |
| Clause 14 | AUTHORITYS DISCLOSED DATA |
| Clause 15 | ASSIGNMENT AND NOVATION |
| Clause 16 | SEVERABILITY |
| Clause 17 | FORMAL AMENDMENTS TO THE AGREEMENT |
| Clause 18 | WAIVER |
| Clause 19 | NO PARTNERSHIP, AGENCY, OR EMPLOYMENT RELATIONSHIP |
| Clause 20 | COUNTERPARTS |
| Clause 21 | CONTACTS (RIGHTS OF THIRD PARTIES) ACT 1999 |
| Clause 22 | ENTIRE AGREEMENT |
| Clause 24 | PROHIBITED ACTS |
| Clause 25 | OBLIGATIONS OF THE AUTHORITY |
| Clause 30 | UK IMPORT AND EXPORT LICENCES |
| Clause 32 | ADVERTISING SUBCONTRACTS |
| Clause 33 | SME SPEND DATA COLLECTION |
| Clause 34 | OPEN BOOK ACCOUNTING AND FINANCIAL MANAGEMENT INFORMATION |
| Clause 35 | REGULARITY AND PROPRIETY |
| Clause 36 | SUPPLIER RELATED PARTY GOVERNANCE |
| Clause 37 | MEETINGS AND REPORTS |
| Clause 39 | SUPPLIERS PERSONNEL AT GOVERNMENT ESTABLISHMENTS |
| Clause 40 | NON-DISCRIMINATION, EQUALITY AND ANTI-MODERN SLAVERY |
| Clause 43 | NON-SOLICITATION |
| Clause 44 | TRANSFER REGULATIONS |
| Clause 45 | INVOICING AND PAYMENT |
| Clause 47 | TAXATION MATTERS |
| Clause 48 | INTEREST OF LATE PAYMENT |
| Clause 49 | RECOVERY OF SUMS DUE |
| Clause 50 | EXCLUSION OF SUPPLIER SET OFF |
| Clause 55 | STEP IN RIGHTS |
| Clause 58 | SECUIRTY MEASURES |
| Clause 59 | OFFICIAL-SENSITIVE SECURITY REQUIREMENTS |
| Clause 60 | SECUIRTY ASPECTS LETTER |
| Clause 61 | CYBER |
| Clause 62 | OWNERSHIP OF INTELLECTUAL PROPERTY |
| Clause 63 | LICENCE OF AUTHORITY IPR |
| Clause 64 | LICENCE OF SUPPLIER IPR |
| Clause 65 | LICENCE AND SUB-LICENCE OF THIRD PART IPR PROVIDED BY THE SUPPLIER |
| Clause 66 | PROTECTION OF INFORMATION |
| Clause 67 | SUPPLIER IPR INDEMNITY |
| Clause 68 | FURTHER ASSURANCES |
| Clause 69 | USE AND SHARING OF KNOW HOW |
| Clause 70 | DATA PROTECTION |
| Clause 72 | CONTROLLED INFORMATION |
| Clause 73 | LEGAL ADVICE |
| Clause 74 | DISCLOSURE |
| Clause 75 | SUPPLIER RIGHT TO REQUEST CONFIDENTIALITY |
| Clause 76 | FREEDOM OF INFORMATION ACT |
| Clause 79 | PLASTIC PACKAGING TAX |

Majority of the Schedules are not Mandatory Contract Elements unless expressly annotated in the clause, and the following Mandatory Contract Elements Schedules listed below:

Schedule B Statement of Requirements

Schedule I Termination Payments

Schedule L Dispute Resolution Procedure

Schedule Q Security Aspects Letter

# Section D, Annex D – Commercial Review (Table of Proposed Derogations)

1. The Final Draft Contract is not negotiable and Tenderers’ Final Proposals must be submitted on the basis of the terms set out in the Invitation for ROCO
2. Where there are drafting notes within the Draft Contract, these are included to assist the Tenderer’s understanding and do not represent an opportunity for negotiation.
3. Tenderers must not submit any 'mark-ups' of the Draft Contract documents with their first Proposal. However, each Tenderer is required to submit a First Derogations Table with its First Proposal.

**Purpose of Derogations Table**

1. As stated at Section D12 above, Tenderers' Derogations Tables will not form part of the Evaluation, but will inform:
	1. the agenda for the Negotiation Sessions; and
	2. the revised version of the Draft Contract which the Authority issues to Tenderers.
2. The Authority will consider each Derogation proposed by Tenderers but will not be able to discuss large numbers of Derogations due to the limited amount of time available for Negotiation Sessions. The Authority therefore is limiting the number of derogations permitted to 15. Owing to the restricted time allowed the Authority advises that Tenderers should minimise the number of Derogations that they propose to the maximum extent possible. Tenderers should ensure that their Derogations focus only on matters which, as drafted by the Authority, would have a significant impact on the value of their Proposal or pose a material risk to a Tenderer's ability to continue in the Procurement.
3. The Authority may at its discretion determine whether to accept, reject or propose alternatives to Derogations proposed by Tenderers in their Derogations Tables. The Authority will not accept any Derogation if, in the reasonable opinion of the Authority, the acceptance of such Derogation would or could be reasonably expected to cause or result in:
	1. no demonstrable benefit to the Authority;
	2. a security risk which cannot be mitigated to the Authority's reasonable satisfaction;
	3. an adverse effect on the quality or performance of the Services, or the Contractor's ability to perform the Services; or
	4. an increased commercial, financial, technical, operational or reputational risk, cost or liability to the Authority which is not compensated for or mitigated to the Authority's reasonable satisfaction.

**Derogations Table requirements**

1. Each Tenderer must complete each Derogations Table in accordance with the following requirements:
	1. each Derogations Table should inform the Authority of no more than fifteen (15) Derogations which the Tenderer wishes to propose;
	2. each Derogation may only propose amendments to (or additions or deletions of) the same numbering level of one single provision or sub-provision of the Draft Contract, provided that:
		1. one Derogation may relate to any part of a single definition in Schedule A (*Definitions*) regardless of numbering;
		2. one Derogation may relate to any part (including multiple sub-provisions) of a single 'third level' provision (i.e. Clause/Paragraph X.Y.Z), so that for example:
			1. proposing amendments to Clauses X.Y and X.Y.Z would count as two Derogations;
			2. proposing amendments to Clauses X.Y.Z(A) and X.Y.Z(B) would count as one Derogation; and
			3. proposing amendments to Clauses X.Y, X.Y.Z, X.Y.Z(A) and X.Y.Z(A)(i) would count as two Derogations;
	3. each Derogation must be specified in a single row of the Derogations Table with all columns completed in accordance with the guidance set out in Section D Annex D Table D1.;
	4. each Derogation must be listed in order of importance to the Tenderer, with the first row in the Derogations Table being deemed the most important and subsequent rows descending in importance accordingly;
	5. Tenderers may not propose any Derogations to the Mandatory Contract Elements specified in Table C2 of Section D Annex C, and the Mandatory Contract Elements Schedules listed; and
	6. if a Tenderer does not propose in its Derogations Table a Derogation to a provision of the Draft Contract, then the Tenderer will be deemed to have accepted that provision of the Draft Contract without amendment.

**Derogations Table columns**

1. Table D1 below provides further guidance for Tenderers on the information which they are required to provide in each column of the Derogations Table:

| **Column heading** | **Guidance for completion by Tenderers** |
| --- | --- |
| Row number | Please number each row consecutively from 1 up to 30 (with row 1 being the most important, followed by row 2 and so on). |
| Contract reference | Please clearly identify the specific Clause or Paragraph of the Draft Contract. |
| Proposed amendment | Please copy the full original text of the relevant part of the Draft Contract, and mark any proposed deletions with red strikethrough formatting (~~example~~), and any proposed additions in blue underlined formatting (example). |
| Rationale | Please include a clear and succinct explanation of all reasons why the Tenderer considers the Derogation to be reasonable and justifiable (including any relevant legal, commercial, technical, operational or other reasons such as the impact the Derogation would have on the Authority including in relation to costs and risks). |

Table D1 - Derogations Table Columns

TABLE D2 – PROPOSED DEROGATIONS – FOR COMPLETION

|  |  |  |  |
| --- | --- | --- | --- |
| rOW nUMBER | Contract reference | Proposed amendment | Rationale |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Section D, Annex E – Pricing Template and Evaluation Guidance

Complete the Financial Response Template in accordance with the instructions on the first tab.

The Total Evaluated Cost, taken from Cell N8 on the Tenderer Input Sheet of the Financial Response Template will be used in accordance with the Evaluation Process to determine a Tender’s Overall Evaluation Score.

# Section E – Instructions on Submitting Tenders

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence

Sourcing Portal (DSP) by 1st June 2023 at 1300hrs BST. The Authority reserves the

right to reject any Tender received after the stated date and time. Hard copy, paper or delivered

digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required

and will not be accepted by the Authority. Tenderers are required to submit an electronic online

Tender response to the ITN.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial

envelope of the DSP ITT. You must ensure that there are no prices present in the technical or

qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its

discretion, that any pricing information found in the technical or qualification (if applicable)

envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above

this classification must not be uploaded to the DSP. Please contact [insert Commercial Officer

email or telephone number] if you have a requirement to submit documents above OFFICIAL

SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT

documentation into the DSP. You must contact [insert Commercial Officer email or telephone

number] to discuss any exchange of ITAR or Export Controlled information. You must ensure that

you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP

with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be

compatible with MS Word and other MS Office applications.

**Variant Bids**

E8 The Authority will not accept variant bids.

**Samples**

E9. Samples are not required.

# Section F – Conditions of Tendering

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

F2. The Authority reserves the right to:

1. vary the terms of this ITT in accordance with applicable law;
2. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;
3. visit your site;
4. disqualify any Tenderer that does not submit a Compliant Tender in accordance with the

 instructions or conditions of this ITN;

1. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender,

 expression of interest, the Dynamic Pre-Qualification Questionnaire (DPQQ) or the

 tender process;

1. re-assess your suitability to remain in the competition, for example where there is a

 material change of control from supplier selection;

1. with withdraw this ITN at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;
2. 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;

1. choose not to award any contract as a result of the current procurement process;
	* + - 1. DSP a contract for some of the Contractor Deliverables, unless you specifically oppose

this in your Tender or state any minimum order quantities; and / or:

1. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be

issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the

validity period specified in paragraph C3.

**Conforming to the Law**

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

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

**Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline
0800 161 3665 (UK) or +44 1371 85 4881 (Overseas)

**Conflicts of Interest**

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

* devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
* enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
* enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
* canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
* attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed at F9 a) to g) below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

1. the manner of operation and management;
2. roles and responsibilities;
3. standards for integrity and fair dealing;
4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
5. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
6. the Authority’s rights of audit; and
7. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

**Government Furnished Assets**

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

**Standstill Period**

F12. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 8 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

**Publicity Announcement**

F13. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F14. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F15. Under no circumstances should you confirm to any Third Party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.

**Sensitive Information**

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.
2. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (Schedule G) 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.
3. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITN to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

**Reportable Requirements**

1. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.
2. Failure to complete this part of the Annex in full makes your Tender non-compliant.

 Additional information provided in response to Appendix 1 may be used to support the Authority’s evaluation of your tender, as detailed in Section D.

**Specific Conditions of Tendering**

F20. It is essential for the Authority that the Contract awarded through this process and the Services it will deliver are sustainable, consistent and robust. Given the scope of the Requirement, the Authority does not expect a single commercial entity to have the breadth and depth of experience and resources to be able to deliver the Services alone. Accordingly it anticipates that Tenderers may wish to form a consortium, acting with a single identity.

**Single Entity**

1. The Authority therefore anticipates a group of organisations, with a range of skills and experience, may intend to operate in a unified, consistent and coherent manner with a single identity to meet the Requirements. The Authority requires the group (defined as Contractor Group in the Contract Conditions) to have a single identity, so that customers and demanders of the Service will not associate individuals with their employing company but rather with the Contractor Group.

F22. It is requested that this identity is clear and concise and it is not an acronym. The Authority requests that the name given should not be abbreviated easily. Each Tenderer is encouraged to consider, as part of their solution, the branding and promotion of the chosen identity.

F23. The concepts identified will be captured through Schedule C (Contractor Governance and Management) to the Contract Conditions.

**Demand**

1. The nature of the requirement and the Framework Agreement that will be placed mean that the Authority is unable to confirm a minimum or maximum demand level. The Tenderer, by tendering, acknowledges that there is no guarantee of continual and consistent utilisation.

F25. Demand will be generated in different parts of the organisation both within DE&S, SDA and from the wider MOD, who will have to seek funding from their budget.

F26. The Authority cannot guarantee the demand for Resource, Tasking Authorisations or Services under the Agreement. However, the Tenderer is encouraged to consider that repeat utilisation of the Services, by Authority Demanders, could be achieved through a consistent provision of quality Personnel and a quality Service whilst maintaining affordability.

F27. The Tenderer, by tendering, acknowledges that any part of the Service can be prematurely terminated, in full or in part, through application of and subject to the termination provisions set out in the Contract Conditions.

# DEFFORM 47 Annex A

**NOT FOR COMPLETION HERE – PLEASE COMPLETE THE D47 ANNEX A HELD IN THE COMMERCIAL (PRICING) FOLDER – LEAVE THIS BLANK**

**Edn 11/22**

**Ministry of Defence**

Tender Submission Document (Offer) – Ref Number [ITT – PDP/002]

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

The undersigned Tenderer, having read the ITT Documentation and ITT Material, 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 Terms & 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 | Yes / No |
| **Total Value of Tender (excluding VAT)** |
| £ ………………………………………………………………………………………………………………………WORDS ................................................................................................................................................................................ |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, 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 | SMEYes / No |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | **Tenderer’s Declaration** |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528. | Yes\* / No |
| Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions? | Yes\*/No |
| Have you obtained the foreign export approval necessary to secure IP user rights inthe Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & 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 a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | Yes\* / No / N/A |
| Have you completed Form 1686 for Sub-Contracts? | Yes\* / No |
| Have you completed the compliance matrix / matrices? | Yes / No / N/A |
| 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 Sensitive Information form? | Yes\* / No |
| If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revisedversion? | Yes\* / No / N/A |
| Do the Contractor Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the controlof 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 or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that depletethe Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly | Yes\* / No |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, ifyou are identified as the winning Tenderer? | Yes / No / Not Required |
| Have you complied with the requirements of the Defence Safety AuthorityRegulatory Articles? | Yes / No / Not Required |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated inthis ITT? | Yes / No |
| \*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47Annex A (Offer). |
| **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 Authority may share the Contractor’s information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer’s Sensitive Information form (DEFFORM 539A). |
| **Dated this.................. day of ................................................................... Year ........................** |
| **Signature: In the capacity of**(Must be scanned 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:****Dun And Bradstreet number:** |

# Appendix 1 to DEFFORM 47 Annex A (Offer)

**Edn 11/22**

**Information on Mandatory Declarations**

**IPR Restrictions**

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
2. In particular, you must identify:
	1. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
	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 Authority of any Contractor Deliverables;
	3. the nature of any allegation referred to under sub-paragraph 2.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 Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 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.
4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

**Notification of Foreign Export Control Restrictions**

1. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.
2. 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:

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 6 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.

1. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.
2. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.
3. 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 6.
4. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

**Import Duty**

1. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.
2. For the purpose of this competition, for any deliverables not yet imported into the UK, 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.
3. 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 His Majesty’s Revenue & Customs (HMRC) authorisations.

**Cyber** **Risk**

1. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of ‘LOW’. The Risk Assessment Reference is RAR-490528345. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

**Sub**-**Contracts** **Form** **1686**

1. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. 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. Form 1686 and further guidance can be found in the Cabinet Office’s [Contractual Process](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf).

**Small** **and Medium Enterprises**

1. The Authority is committed to supporting the Government’s Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority’s spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.
2. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the <https://www.smallbusinesscommissioner.gov.uk/ppc/>.
3. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority’s purchasing arrangements, our commercial policies and our SME Action Plan can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement) and the DSP.
4. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over

£10,000 on the Defence Sourcing Portal and further details can be obtained directly from: [https://www.gov.uk/guidance/subcontract-advertising.](https://www.gov.uk/guidance/subcontract-advertising) This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

**Transparency, Freedom Information and Environmental Information Regulations**

1. The Authority shall publish notification of the Contract and publish Contract documents where required following a request 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.
2. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government’s [Transparency Principles](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996599/2021-06-22_Transparency_Principles_-final__3_.pdf) and in accordance with the provisions of clause 68.
3. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2004 (“the EIR”).
4. You must complete the attached Tenderer’s Sensitive Information form (DEFFORM 539A, Schedule G) explaining which parts of your Tender you consider to be Sensitive Information (as defined in clause 68). This includes providing a named individual who can be contacted with regard to FOIA and EIR.
5. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

**Electronic Purchasing**

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. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

**Change of Circumstances**

1. In accordance with paragraph A31, if your circumstances have changed, please select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

**Asbestos, Hazardous Items and Depletion of the Ozone Layer**

1. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

**Defence Safety Authority (DSA) Requirements**

1. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

# Appendix 2 Insurance Response Matrix

|  |
| --- |
| **Insurance** |
| The Tenderer must demonstrate how it will meet the minimum insurance requirements.The insurer or insurers proposed by the Tenderer against each class of insurance in the column headed “*Insurer(s) identity (including any excess layer insurers)*” in the Insurance Response Matrix below must be considered by the Authority, based on its professional judgement (which may include the judgement of its professional insurance advisers), 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”**). Where the Authority considers that an insurer is not a Reputable Insurer, the Authority will give the Tenderer a score of Unacceptable. |
| **RESPONSE GUIDANCE**:The Tenderer must evidence how it will meet the minimum insurance requirements by fully completing the Insurance Response Matrix 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)** (N.B. If not please specify areas of variance, alternative proposals or points of clarification as a mark up to the Contract Conditions) | **Agreement to the requirements of Schedule K (Insurances)** (N.B. If not please specify areas of variance, alternative proposals or points of clarification as a mark-up to the Contract Conditions) |
| Third Party Public & Product Liability Insurance |  |  |  |  |
| Professional Indemnity Insurance |  |  |  |  |
| Statutory insurances (Employers Liability Insurance and Motor Third Party Liability Insurance) |  |  |  |  |

 |

Appendix 3 - Proposal artefacts

1. Each Proposal must include all of the Artefacts specified in Table 1 below.

| **#** | **FIRST PROPOSAL ARTEFACT** | **REFERENCE** | **GUIDANCE FOR COMPLETION** | **(ü)** | **FIRST PROPOSAL REFERENCE** |
| --- | --- | --- | --- | --- | --- |
|  | A completed copy of this Table  | N/A | Complete columns to the right to confirm all First Proposal Artefacts have been provided as part of the First Proposal. |  |  |
|  | DEFFORM 47 Appendix 1 (Offer) |  | Complete and confirm compliance.To be uploaded to Qualification Envelope of DSP. |  |  |
|  | First Derogations Table | DEFFORM 47 Section D Annex D | To be uploaded to Qualification Envelope of DSP. |  |  |
|  | DEFFORM 47, Appendix 2 Insurance Response Matrix  |  | To be uploaded to Qualification Envelope of DSP and subsequently inserted to Schedule J. |  |  |
|  | Compliance Agreement if applicable | DEFFORM 47, Section F9 | In accordance with DEFFORM 47, Section F9 please complete with Y/N as applicable, and upload if a current or potential conflict is perceived.  |  |  |
|  | Compliance with Security Aspects Letter | SAL attached  | Indicate that you will comply with the Security requirements by answering Y/N on DSP |  |  |
|  | Consortium details | DEFFORM 47, A30, A31, F20, 21, 22, 23. | Uploaded to Qualification and Technical Envelope of DSP |  |  |
|  | DEFFORM 539A |  | Uploaded as part of ITN response within Schedule G. |  |  |
|  | DEFFORM 68 |  | Mandatory Confirmation re Hazardous Waste |  |  |
|  | DEFFORM 528 |  | For completion in accordance with Clause 30 if relevant |  |  |
|  | DEFFORM 177 |  | If applicable  |  |  |
|  | Completed Financial Response Table | DEFFORM 47 Section D Annex E | To be uploaded to the Qualification Envelope of DSP. The Rates set out here are to become part of Schedule E |  |  |
| **TECHNICAL RESPONSE**  |
|  | Full response to each question in Section D Annex A – Technical Criteria and Guidance |  | This is uploaded as a separate document to the main DEFFORM 47 document set for ease of completion. |  |  |
|  | Example CV to support sample Success Profile. | ITN Technical Question 4.1 | Uploaded to Technical Envelope of DSP General Documents |  |  |
|  | Initial Risk Register | ITN Technical Questions (Various) | Uploaded to Technical Envelope of DSP General Documents |  |  |
|  | Sample Deliverable based on provided example | ITN Technical Questions 4.3 | Completion of an example Mode 2 Task Order on the form provided. Enter your response in the Supplier Response Tab.  |  |  |
|  | Draft Test Plan addressing how Business Acceptance Testing will be conducted on new IT.  | ITN Technical Questions 4.5 | Uploaded as part of the ITN response within Schedule B. |  |  |
|  | DEFFORM 701 if applicable | ITN Technical Question 4.5 | If applicable, please upload to DSP General Documents  |  |  |
|  | Draft Supply Chain Management Plan | ITN Technical Question 4.6 and various | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | MIS Design Overview Document | ITN Technical Question 4.7  | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Initial Transition Plan | ITN Technical Question 4.8 | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Draft Integration Plan  | ITN Technical Question 4.9 | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Draft Risk Management Plan | ITN Technical Question 4.10 | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Draft Continuous Improvement Plan | ITN Technical Question 4.11 | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Draft Stakeholder Engagement Plan | ITN Technical Question 4.12 | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Draft Knowledge and Skills Transfer Plan | ITN Technical Question 4.13 | Uploaded to Technical Envelope of DSP in General Documents. |  |  |
|  | Social Value Plans for each MAC included on DSP |  | Uploaded to Technical Envelope of DSP |  |  |
|  | Supplier Assurance Questionnaire on the Supplier Cyber Protection Service |  | [DCPP Supplier Assurance Questionnaire (SAQ) (Page 1 of 7) (office.com)](https://forms.office.com/Pages/ResponsePage.aspx?id=7WB3vlNZS0iuldChbfoJ5Tv4OR9pb0BHial1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVldHUDJaNy4u)Note that a copy of your completed SAQ should uploaded to DSP and also be sent to UKStratComDD-CyDR-DCPP@mod.gov.uk |  |  |
|  |  |  |  |  |  |
| **INCLUDED BY THE AUTHORITY – SOME OF THESE DOCUMENTS RELATE TO A NUMBER OF QUESTIONS.** |
|  | Success Profile Guidance Spreadsheet  |  | Showing Success Profile equivalents across DE&S and Wider MOD.  |  |  |
|  | Industry Security Notice Number 2017/01 |  | MOD ICT Security Accreditation and The Defence Assurance Risk Tool (DART). Guidance can also be found at [Gov.uk](https://www.gov.uk/guidance/defence-security-and-assurance-services-defence-industry-list-x)  |  |  |
|  | Indicative Timelines |  |  |  |  |
|  | Example Mode 2 Tasking Order   |  | For answering ITN Technical Questions 4.3 |  |  |
|  | JSP604 Assurance Policy  |  | information to be found on [Gov.uk](https://www.gov.uk/government/publications/joint-service-publication-jsp-604-network-rules)   |  |  |
|  | JSP441 Information, Knowledge, Digital and Data in Defence Policy and Procedures  |  | Information to be found on [Gov.uk](https://www.gov.uk/government/publications/jsp-441-defence-records-management-policy-and-procedures--2)  |  |  |
|  |  |  |  |  |  |

1. Artefacts

Appendix 4 to DEFFORM 47 - TUPE Information submitted by Incumbent

[20221206 - Schedule N, Clause 1.1.1, Appendix 1 - Equinox Response.xlsx](https://modgovuk.sharepoint.com/%3Ax%3A/r/sites/DES-DProgsPDP/Shared%20Documents/Commercial/Pre%20Tender%20Commercial%20Docs/TUPE/20221206%20-%20Schedule%20N%2C%20Clause%201.1.1%2C%20Appendix%201%20-%20Equinox%20Response.xlsx?d=w23d49adbd45b46c2baccdc027b8fc0cf&csf=1&web=1&e=Os9hpg)

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| **DEFFORM 111****(Edn 10/22)****Appendix - Addresses and Other Information** |
|  | **1. Commercial Officer**Name: Sue Towell Address: Maple 0B Abbey Wood Email: Sue.Towell569@mod.gov.uk>         |  | **8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  44 (0) 161 233 5394 |  |
|  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Name:      Address     Email:              |  | **9. Consignment Instructions**The items are to be consigned as follows:      |  |
|  |
|  | **3. Packaging Design Authority**Organisation & point of contact:     (Where no address is shown please contact the Project Team in Box 2)        |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight CentreIMPORTS  030 679 81113 / 81114 Fax 0117 913 8943EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946 |  |
|  |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:** **(b) U.I.N.**  |  | **B.** **JSCS**JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)JSCS Fax No. 01869 256837Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance. |  |
|  |
|  | **5. Drawings/Specifications are available from**      |  | **11. The Invoice Paying Authority**Ministry of Defence  0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement> |  |
|  |
|  | **6. Intentionally Blank** |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk |  |
|  |
|  | 1. **Quality Assurance Representative:**

     Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].  |  | **\* NOTE****1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>**2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.  |  |
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