

RoR: 12

Training Quality Assurance Service

Aim

1. To select a solution that will deliver a Training Quality Assurance Service.

Background

2. This RoR covers the requirement of the Tenderer to deliver the Training Quality Assurance Service. The Tenderer must ensure their Training Quality Assurance Service is fit for purpose, is professional and recognises the values and standards of the organisation.
3. The requirement for this area is defined in:
 - 3.1. Appendix 2 to Annex B of Schedule 2 (Statement of Requirements)
 - 3.2. Schedule 11 (Key Personnel)
 - 3.3. Schedule 12 (Performance Mechanism)
 - 3.4. Schedule 13 (Authority Audit)
 - 3.5. Schedule 18 (Quality Plan)
 - 3.6. JSP 822 Governance and Management of Defence Individual Training and Education

Responses Required:

4. The Tenderer will provide details of its Key Personnel for Schedule 11 including:
 - 4.1. how the Key Personnel will be employed in delivering and managing the Training Quality Assurance Service;
 - 4.2. the SQEP details of its Key Personnel; and
 - 4.3. a description of how the Key Personnel fit into the organogram provided in Schedule 11 (Key Personnel).
5. The Tenderer will provide a Training Services Management Plan for part 6 of Schedule 14 detailing how the Tenderer will deliver a Training Quality Assurance Service that includes the following:
 - 5.1. Training Evaluation:
 - 5.1.1. how the Tenderer will examine whether or not the processes and products of training meet the requirement in accordance with paragraph 3.1 in Appendix 2 to Annex C of Schedule 2; and
 - 5.1.2. how the Training Audit activities will be targeted on indications and warnings rising from the evaluation results from paragraph 5.1.1 above.
 - 5.2. Training Audit:
 - 5.2.1. How the Tenderer will implement a systematic, objective and documented process for obtaining evidence in accordance with paragraph 3.2 in Appendix 2 to Annex C of Schedule 2;
 - 5.2.2. How the Tenderer will evaluate the evidence gathered at paragraph 5.2.1 above to determine the extent to which it complies with its own Training Quality Manual (TQM); and

5.2.3. How the TQM supports the requirements of a Management of Training System and DSAT Quality Management System in accordance with Schedule 18.

5.3. Training Inspection:

5.3.1. How the Tenderer will interface with other functions to support inspections and 3rd Party Audit activities;

5.4. Trainer Capability Assurance

5.4.1. How the Tenderer will deliver the Defence Trainer Capability (DTC) requirements in JSP 822 Part 2 Chapter 4;

5.4.2. How the Tenderer will deliver a DTS franchised service to deliver DTTTv2 training to Military Instructors in accordance with paragraph 3.4 to Appendix 2 in Annex C of Schedule 2;

5.4.3. How the Tenderer will interface with the Training Delivery Support Service (Type B) in Annex B of Schedule 2;

5.5. Coaching for Training

5.5.1. How the Tenderer will deliver coaching for training in support of the DTC requirements in JSP 822 Part 2 Chapter 4; and

5.5.2. How the Tenderer will deliver a coaching, advisory, mentoring and motivation service to instructors and students in accordance with paragraph 3.5 of Appendix 2 to Annex B of Schedule 2.

6. The Tenderer will explain how the GFR position will be used to deliver the DTS franchised service including:

6.1. How the Tenderer will identify the requirements for the Terms of Reference for Authority approval in accordance with Schedule 2;

6.2. How the tenderer will manage the 90% provision in accordance with Appendix 2 to Annex C of Schedule 2;

6.3. How the Tenderer will provide the GFR post with appropriate management responsibilities applicable to the grade of Lieutenant in the Royal Navy.

Guidance for Evaluators

Scoring Guidance		Very High Confidence	High Confidence	Good Confidence	Acceptable	Unacceptable
1.	<p>MANDATORY STATEMENTS</p> <ol style="list-style-type: none"> 1. The Tenderer's solution will deliver continued compliance with all standards and address all constraints. 2. The Tenderer's solution identifies Key Personnel to deliver the Training Quality Assurance Service for Schedule 11 (Key Personnel). 3. The Tenderer's solution identifies a process that can be logically followed for Audit purposes (Schedule 13 Authority Audit) and identifies appropriate PIs and KPIs to measure the delivery (Schedule 12 Performance Mechanism). 	In the Authority's opinion all of the statements on the left are true, or				x
2.	<p>KEY STATEMENTS</p> <p>2.1. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Quality Assurance Service details how the Tenderer will:</p> <ol style="list-style-type: none"> a. Provide substantial management oversight of the Training Quality Assurance Service to ensure that training remains appropriate and continually meets the requirement; b. Provide a collaborative working approach to Training Quality Assurance Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training quality assurance in this Contract by ensuring that personnel employed to manage the Training Quality Assurance Service: <ol style="list-style-type: none"> i. have a proven track record of substantial and current experience in delivering training quality assurance initiatives in a variety of training delivery and education environments; ii. have a proven track record of managing a team of high quality and dynamic personnel to deliver quality assurance against a continuously adapting requirement; iii. have a proven track record of providing innovative solutions to problems; iv. have proven excellence in forming and managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service: <ol style="list-style-type: none"> i. have a proven track record of substantial and current experience in research and identifying qualitative and quantitative data sources and requirements; ii. have a proven track record of substantial and current experience in complex analysis of data from a large variety of sources; iii. have proven current experience of working within the education sector; iv. have a proven ability to build relationships and work collaboratively with a variety of personnel to deliver the 	x				

<p>output;</p> <ul style="list-style-type: none"> v. have a proven track record of substantial and current experience in quality assurance in a variety of training delivery an education environments; vi. have a proven track record of identifying and understanding the management of training systems in complex training and education environments. 					
<p>2.2. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Quality Assurance Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Quality Assurance Service to ensure that training remains appropriate and continually meets the requirement; b. Provide a collaborative working approach to Training Quality Assurance Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training quality assurance in this Contract by ensuring that personnel employed to manage the Training Quality Assurance Service: <ul style="list-style-type: none"> i. have a proven track record of experience in delivering training quality assurance initiatives in a variety of training delivery environments; ii. have a proven track record of managing a team of personnel to deliver quality assurance against a continuously adapting requirement; iii. have experience in forming and managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service: <ul style="list-style-type: none"> i. have a proven track record of experience in research and identifying qualitative and quantitative data sources and requirements; ii. have a proven track record of experience in complex analysis of data from a large variety of sources; iii. have a proven ability to build relationships and work collaboratively with a variety of personnel to deliver the output; iv. have a proven track record of substantial and current experience in quality assurance in a variety of training delivery an education environments. 		x			
<p>2.3. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Quality Assurance Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Quality Assurance Service to ensure that training remains appropriate and continually meets the requirement; b. Provide a collaborative working approach to Training Quality Assurance Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training quality assurance in this Contract by ensuring that personnel employed to manage the Training Quality Assurance Service: <ul style="list-style-type: none"> i. have experience in delivering training quality assurance initiatives in a variety of training delivery environments; ii. have experience of managing a team of personnel to deliver quality assurance; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service: <ul style="list-style-type: none"> i. have experience in research and identifying qualitative and quantitative data sources and requirements; ii. have experience in analysis of data from a variety of sources; 			x		

	iii. have experience in quality assurance in a variety of training delivery an education environments.					
	<p>2.4. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Quality Assurance Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Quality Assurance Service to ensure that training remains appropriate and continually meets the requirement; b. Provide a collaborative working approach to Training Quality Assurance Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training quality assurance in this Contract by ensuring that personnel employed to manage the Training Optimisation Service have experience of managing a team of personnel to deliver quality assurance; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service have experience in quality assurance in a variety of training delivery an education environments. 				x	
	2.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.					x
3.	<p>3.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. examine whether or not the processes and products of training meet the requirement in accordance with paragraph 3.1 in Appendix 2 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. producing and maintaining a Quality Manual that clearly defines training in a Quality Management System in accordance with Schedule 18; ii. working collaboratively with the Authority to develop, produce and agree the Quality Manual; iii. ensuring a process is in place to regularly review and continuously improve the Quality Manual ensuring it remains current and appropriate; iv. directly linking PIs and KPIs to the evaluation of training against the Quality Manual; b. target the Training Audit activities on indications and warnings rising from the evaluation results by: <ul style="list-style-type: none"> i. using a large variety of methods, identifying and collating extensive evaluation data from a variety of sources; ii. conducting analysis on a variety of trends including time, subject, instructor, location; iii. working collaboratively with the Authority to produce an annual Evaluation Strategy that ensures the holistic and systematic approach to evaluation activities; iv. working collaboratively with the Authority to ensure that additional evaluation activities are conducted against PI and KPI results and evidence of trend analysis; v. providing the authority with comprehensive, detailed and accurate results of trend analysis including recommendations for further evaluation activities; and vi. providing electronic reports and results of evaluation to the Authority in accordance with Annex E to Schedule 2; 				x	

	<p>3.2. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. examine whether or not the processes and products of training meet the requirement in accordance with paragraph 3.1 in Appendix 2 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. producing and maintaining a Quality Manual that defines training in a Quality Management System in accordance with Schedule 18; ii. working collaboratively with the Authority to agree the Quality Manual; iii. ensuring a process is in place to review the Quality Manual ensuring it remains current and appropriate; b. target the Training Audit activities on indications and warnings rising from the evaluation results by: <ul style="list-style-type: none"> i. using a variety of methods, identifying and collating evaluation data from a variety of sources; ii. conducting analysis on a variety of trends including time, subject, instructor, location; iii. working collaboratively with the Authority to produce an annual Evaluation Strategy; iv. providing the authority with accurate results of trend analysis including recommendations for further evaluation activities; and v. providing electronic reports and results of evaluation to the Authority in accordance with Annex E to Schedule 2; 		x			
	<p>3.3. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. examine whether or not the processes and products of training meet the requirement in accordance with paragraph 3.1 in Appendix 2 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. producing and maintaining a Quality Manual; ii. working collaboratively with the Authority to agree the Quality Manual; b. target the Training Audit activities on indications and warnings rising from the evaluation results by: <ul style="list-style-type: none"> i. identifying and collating evaluation data; ii. conducting trend analysis; and iii. producing an annual Evaluation Strategy; 			x		
	<p>3.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. examine whether or not the processes and products of training meet the requirement in accordance with paragraph 3.1 in Appendix 2 to Annex C of Schedule 2 by producing and maintaining a Quality Manual; and b. target the Training Audit activities on indications and warnings rising from the evaluation results in the annual Evaluation Strategy; 				x	
	<p>3.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
4.	<p>4.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. implement a systematic, objective and documented process for obtaining evidence in accordance with paragraph 3.2 in Appendix 2 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to develop, produce and maintain an Audit Schedule; ii. ensuring the schedule is published electronically on the BIS (Annex E to Schedule 2) for access by the Authority at all times; iii. ensuring all audit results and reports are published electronically on the BIS (Annex E to Schedule 2) for access by the Authority at all times; 	x				

	<ul style="list-style-type: none"> iv. working collaboratively with the Authority to plan and prepare audits, ensuring all appropriate personnel are available for the audit meetings and activities; v. working collaboratively with the Authority to conduct any additional, targeted audit activities required by the Authority; b. evaluate the evidence gathered during audits to determine the extent to which it complies with its own Training Quality Manual (TQM) by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to ensure that the TQM fully conforms to all DSAT requirements as stated in JSP 822; ii. identifying and recording all non-conformities in the audit and directly relating these to PI and KPI results; iii. conducting follow-up audits on areas receiving a non-conformity; iv. working collaboratively with the Authority to ensure all non-conformities are actioned immediately; v. identifying all observations in the audit and directly relating these to PI and KPI results; vi. working collaboratively with the Authority to conduct root cause analysis of any non-conformities or observations and advising the Authority of any recommendations accordingly; c. ensure that the TQM supports the requirements of a Management of Training System and DSAT Quality Management System in accordance with Schedule 32 by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to ensure that individual procedures in the TQM are conducted to meet the objectives of the TQM and wider DSAT Quality Management System; ii. conducting trend analysis of all audit results and amending the audit Schedule to investigate trends further in order to identify root causes; iii. Working collaboratively with the Authority to continuously improve the training based on audit results; iv. Fully integrating with Training Optimisation in Annex G of Schedule 2 by providing data, trend and root cause analysis results to make recommendations for Training Optimisation initiatives; d. interface with other functions to support inspections and 3rd Party Audit activities by: <ul style="list-style-type: none"> i. identifying and understanding the requirements of the 3rd Party Audits and inspections so that appropriate and adequate preparation can be made; ii. analyzing the results of previous inspection and 3rd Party Audit reports to identify and ensure that all outstanding non-conformities or observations have been actioned and the system is being holistically monitored; iii. ensuring that the entire training system is ready in all respects for an unannounced ad hoc inspection or 3rd Party Audit; iv. acting as the SME to advise the Authority on all inspection and 3rd Party Audit requirements, activities and results. 					
4.2.	<p>The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. implement a systematic, objective and documented process for obtaining evidence in accordance with paragraph 3.2 in Appendix 2 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to produce an Audit Schedule; ii. ensuring the schedule is published electronically on the BIS (Annex E to Schedule 2); iii. ensuring all audit results and reports are published electronically on the BIS (Annex E to Schedule 2); iv. prepare audits, ensuring all appropriate personnel are available for the audit meetings and activities; b. evaluate the evidence gathered during audits to determine the extent to which it complies with its own Training 		x			

	<p>Quality Manual (TQM) by:</p> <ul style="list-style-type: none"> i. working collaboratively with the Authority to ensure that the TQM fully conforms to all DSAT requirements as stated in JSP 822; ii. identifying and recording all non-conformities in the audit and directly relating these to PI and KPI results; iii. conducting follow-up audits on areas receiving a non-conformity; iv. working collaboratively with the Authority to ensure all non-conformities are actioned; v. identifying all observations in the audit and directly relating these to PI and KPI results; vi. working collaboratively with the Authority to conduct root cause analysis of any non-conformities or observations; <p>c. ensure that the TQM supports the requirements of a Management of Training System and DSAT Quality Management System in accordance with Schedule 32 by:</p> <ul style="list-style-type: none"> i. working collaboratively with the Authority to ensure that individual procedures in the TQM are conducted to meet the objectives of the TQM and wider DSAT Quality Management System; ii. conducting trend analysis of all audit results; iii. integrating with Training Optimisation in Annex G of Schedule 2; <p>d. interface with other functions to support inspections and 3rd Party Audit activities by:</p> <ul style="list-style-type: none"> i. identifying the requirements of the 3rd Party Audits and inspections so that appropriate and adequate preparation can be made; ii. acting as the SME to advise the Authority on all inspection and 3rd Party Audit requirements, activities and results. 					
	<p>4.3. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. implement a systematic, objective and documented process for obtaining evidence in accordance with paragraph 3.2 in Appendix 2 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. producing an electronic Audit Schedule; ii. ensuring all audit results and reports are published; b. evaluate the evidence gathered during audits to determine the extent to which it complies with its own Training Quality Manual (TQM) by: <ul style="list-style-type: none"> i. identifying and recording all non-conformities in the audit; ii. conducting follow-up audits on areas receiving a non-conformity; iii. identifying all observations in the audit; c. ensure that the TQM supports the requirements of a Management of Training System and DSAT Quality Management System in accordance with Schedule 32 by: <ul style="list-style-type: none"> i. conducting trend analysis of all audit results; ii. integrating with Training Optimisation in Annex G of Schedule 2; d. interface with other functions to support inspections and 3rd Party Audit activities by supporting the requirements of the 3rd Party Audits and inspections. 			x		

	<p>4.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. implement a systematic, objective and documented process for obtaining evidence in accordance with paragraph 3.2 in Appendix 2 to Annex C of Schedule 2 by producing an electronic Audit Schedule; b. evaluate the evidence gathered during audits to determine the extent to which it complies with its own Training Quality Manual (TQM); c. ensure that the TQM supports the requirements of a Management of Training System and DSAT Quality Management System in accordance with Schedule 32; and d. interface with other functions to support inspections and 3rd Party Audit activities by supporting the requirements of the 3rd Party Audits and inspections. 				x	
	<p>4.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
5.	<p>5.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver a DTS franchised service to deliver DTTTv2 training to Military Instructors in accordance with paragraph 3.4 to Appendix 2 in Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to assure the delivery and management of a DTS franchise; ii. ensuring that all personnel delivering in the franchise have extensive experience and knowledge of delivering education in a variety of education and training environments; iii. maintaining auditable records of all franchise activities for Authority audit when required; iv. working collaboratively with the Authority to continuously improve the franchised service under the direction and guidance of DTS; v. conducting CPD for all staff within the franchise to ensure currency in education theory and practices to support the delivery of the franchise; vi. clearly linking the performance data of the franchise to PIs and KPIs in this Contract; b. deliver the Defence Trainer Capability (DTC) requirements in JSP 822 Part 2 Chapter 4 by: <ul style="list-style-type: none"> i. providing supervisors to deliver the assessment, coaching and development of instructors; ii. ensuring that the supervisors conduct evaluation of the training delivery in the contract in order to identify common areas of weakness for focused CPD; iii. proactively managing the WpT portfolio by conducting regular workshops and visits as required; iv. ensuring that the personnel holding a higher qualification are adequately and appropriately confirmed as having existing competence, identifying any gaps and providing training or alternative methods to close the gaps as required; v. working collaboratively with the Authority to provide management of the DTC requirement; vi. providing a team of proactive managers for the Defence Training Supervisors to provide advice, guidance and mentoring; vii. providing subject matter expertise to the Authority on education and training against a variety of theories in a complex variety of learning environments; viii. proactively developing, managing and providing a comprehensive CPD package for all instructors that can be tailored to meet individual and group needs, and provides currency in the latest training and education theories; ix. proactively providing CPD that is accredited towards higher qualifications; 	x				

	<ul style="list-style-type: none"> x. proactively manage and assist trainers to progress to QCF level 4 or higher iaw the DTC requirement in JSP 822; c. interface with the Training Delivery Support Service (Type B) in Annex B of Schedule 2 by: <ul style="list-style-type: none"> i. recording and proactively monitoring competence on the Competence Management System as described in RoR 9; ii. providing the Authority with continuous real time reporting of compliance data against the requirements in JSP 822; iii. conducting regular assessments of competence and ensuring that assessments are followed up with the appropriate activities to assure compliance against the DTC requirement in JSP 822; iv. demonstrating the SQEP competence of instructors in this contract; v. ensuring that additional qualifications e.g. DBS certification, Supervisory Care or Care of Trainees is identified, delivered and managed; and vi. conducting horizon scanning to predict shortfalls or spare capacity to ensure the Trainer Capability Assurance is delivered efficiently and effectively. 					
	<p>5.2. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver a DTS franchised service to deliver DTTTv2 training to Military Instructors in accordance with paragraph 3.4 to Appendix 2 in Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to assure the delivery and management of a DTS franchise; ii. ensuring that all personnel delivering in the franchise have experience of delivering education in a training environment; iii. maintaining auditable records of all franchise activities for Authority audit when required; iv. conducting CPD for all staff within the franchise to ensure currency in education theory and practices to support the delivery of the franchise; v. clearly linking the performance data of the franchise to PIs and KPIs in this Contract; b. deliver the Defence Trainer Capability (DTC) requirements in JSP 822 Part 2 Chapter 4 by: <ul style="list-style-type: none"> i. providing supervisors to deliver the assessment, coaching and development of instructors; ii. managing the WpT portfolio by conducting workshops as required; iii. ensuring that the personnel holding a higher qualification are adequately and appropriately confirmed as having existing competence; iv. working collaboratively with the Authority to provide management of the DTC requirement; v. providing subject matter expertise to the Authority on education and training; vi. developing, managing and providing a CPD package for all instructors; vii. proactively manage and assist trainers to progress to QCF level 4 or higher iaw the DTC requirement in JSP 822; c. interface with the Training Delivery Support Service (Type B) in Annex B of Schedule 2 by: <ul style="list-style-type: none"> i. recording and monitoring competence on the Competence Management System as described in RoR 9; ii. providing the Authority with compliance data against the requirements in JSP 822; iii. conducting assessments of competence to assure compliance against the DTC requirement in JSP 822; <p>and</p> <ul style="list-style-type: none"> iv. ensuring that additional qualifications e.g. DBS certification, Supervisory Care or Care of Trainees is 		x			

	identified;					
	<p>5.3. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. deliver a DTS franchised service to deliver DTTTv2 training to Military Instructors in accordance with paragraph 3.4 to Appendix 2 in Annex C of Schedule 2 by:</p> <p>i. maintaining auditable records of all franchise activities;</p> <p>ii. conducting CPD for all staff within the franchise;</p> <p>b. deliver the Defence Trainer Capability (DTC) requirements in JSP 822 Part 2 Chapter 4 by:</p> <p>i. providing supervisors to deliver the assessment of instructors;</p> <p>ii. managing the WpT portfolio;</p> <p>iii. ensuring that the personnel holding a higher qualification are adequately and appropriately confirmed as having existing competence;</p> <p>iv. providing management of the DTC requirement;</p> <p>v. providing a CPD package for all instructors;</p> <p>c. interface with the Training Delivery Support Service (Type B) in Annex B of Schedule 2 by:</p> <p>i. recording and monitoring competence on the Competence Management System as described in RoR 9;</p> <p>ii. providing the Authority with compliance data against the requirements in JSP 822;</p> <p>iii. conducting assessments of competence to assure compliance against the DTC requirement in JSP 822;</p> <p>and</p> <p>iv. ensuring that additional qualifications e.g. DBS certification, Supervisory Care or Care of Trainees is identified;</p>			x		
	<p>5.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. deliver a DTS franchised service to deliver DTTTv2 training to Military Instructors in accordance with paragraph 3.4 to Appendix 2 in Annex C of Schedule 2;</p> <p>b. deliver the Defence Trainer Capability (DTC) requirements in JSP 822 Part 2 Chapter 4; and</p> <p>c. interface with the Training Delivery Support Service (Type B) in Annex B of Schedule 2.</p>				x	
	5.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.					x
6.	<p>6.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. deliver coaching for training in support of the DTC requirements in JSP 822 Part 2 Chapter 4 by:</p> <p>i. fully integrating with the CPD package for instructors delivered as part of the DTC franchise;</p> <p>ii. feeding back data from coaching support in order to inform development of an enduring CPD package;</p> <p>iii. acting as SMEs to the Authority on the delivery of coaching to instructors and the delivery of education and training in a variety of learning environments;</p> <p>iv. providing feedback to Training Optimisation in order to ascertain the suitability and adaptability of training delivery across the Training Optimisation programme;</p>	x				

	<p>b. deliver a coaching, advisory, mentoring and motivation service to instructors and students in accordance with paragraph 3.5 of Appendix 2 to Annex B of Schedule 2 by:</p> <ul style="list-style-type: none"> i. proactively providing comprehensive academic support to all students and instructors when required; ii. having comprehensive knowledge and experience in identifying and managing stress in complex training and education environments; iii. providing bespoke CPD packages to instructors dealing with stress both in them and their students; iv. providing a proactive open door policy for all staff to access coaching and advice; v. providing qualified mentors to deliver bespoke mentoring to staff and students as required. 					
	<p>6.2. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver coaching for training in support of the DTC requirements in JSP 822 Part 2 Chapter 4 by: <ul style="list-style-type: none"> i. integrating with the CPD package for instructors delivered as part of the DTC franchise; ii. acting as SMEs to the Authority on the delivery of coaching to instructors and the delivery of education and training in a variety of learning environments; iii. providing feedback to Training Optimisation in order to ascertain the suitability and adaptability of training delivery across the Training Optimisation programme; b. deliver a coaching, advisory, mentoring and motivation service to instructors and students in accordance with paragraph 3.5 of Appendix 2 to Annex B of Schedule 2 by: <ul style="list-style-type: none"> i. providing academic support to all students and instructors; ii. providing an open door policy for all staff to access coaching and advice; 		x			
	<p>6.3. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver coaching for training in support of the DTC requirements in JSP 822 Part 2 Chapter 4 by: <ul style="list-style-type: none"> i. integrating with the CPD package for instructors delivered as part of the DTC franchise; ii. providing feedback to Training Optimisation; b. deliver a coaching, advisory, mentoring and motivation service to instructors and students in accordance with paragraph 3.5 of Appendix 2 to Annex B of Schedule 2 by providing academic support to all students and instructors when required; 			x		
	<p>6.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver coaching for training in support of the DTC requirements in JSP 822 Part 2 Chapter 4 by integrating with the CPD package for instructors delivered as part of the DTC franchise; and b. deliver a coaching, advisory, mentoring and motivation service to instructors and students in accordance with paragraph 3.5 of Appendix 2 to Annex B of Schedule 2; 				x	
	<p>6.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
7.	<p>7.1. The Tenderer's solution explains how the GFR positions will be used to deliver the DTS franchised service including:</p> <ul style="list-style-type: none"> a. how the Tenderer will identify the requirements for the Terms of Reference for Authority approval in accordance with Schedule 2 by: <ul style="list-style-type: none"> i. working collaboratively with the Authority to approve the TORs in accordance with paragraph 26 of Schedule 2; ii. ensuring that the TORs clearly reflect the requirements of appraisal reporting competences; 	x				

	<ul style="list-style-type: none"> iii. monitoring the contribution of GFR and providing this data to Training Optimisation in accordance with Annex G to Schedule 2; iv. constantly engaging with the Divisional Officer of the GFR in order to ensure the care and welfare of the GFR is maintained at all times; v. providing the Divisional Officer of the GFR regular updates on performance; b. how the tenderer will manage the percentage provision in accordance with Appendix 1 to Annex A of Schedule 2; <ul style="list-style-type: none"> i. producing and managing a procedure to facilitate working arrangements that do not exceed the percentage of use in accordance with Appendix 1 to Annex A of Schedule 2; ii. working collaboratively with the Authority to ensure the percentage is adequate and appropriate to deliver the service and allow the GFR to progress in the RN; iii. providing the GFR with opportunities to demonstrate competence against the appraisal reports for that reporting period; iv. manage the GFR such that short notice RN requirements can be met with ease and no detriment to the GFR either in delivering the Training Delivery Service (Type C) or progression in the RN; v. supporting the GFR in continued professional and personal development to deliver the training services and progress in the RN; c. how the Tenderer will provide the GFR post with appropriate management responsibilities applicable to the rank and grade in the Royal Navy by: <ul style="list-style-type: none"> i. ensuring that the line management chain is appropriate to the GFR rank; ii. ensuring that every opportunity is provided to avoid disadvantage to the progression in the RN of the GFR on a high percentage use to the Contractor; and iii. working collaboratively with the Authority to identify GFR with promotion potential in order to provide these GFR with challenges appropriate to their rank and promotion opportunities; 					
7.2.	<p>The Tenderer's solution explains how the GFR positions will be used to deliver the DTS franchised service including:</p> <ul style="list-style-type: none"> a. how the Tenderer will identify the requirements for the Terms of Reference for Authority approval in accordance with Schedule 2 by: <ul style="list-style-type: none"> i. drafting the TORs for Authority approval in accordance with paragraph 26 of Schedule 2; ii. monitoring the contribution of GFR and providing this data to Training Optimisation in accordance with Annex G to Schedule 2; iii. engaging with the Divisional Officer of the GFR in order to ensure the care and welfare of the GFR is maintained at all times; iv. providing the Divisional Officer of the GFR regular updates on performance; b. how the tenderer will manage the percentage provision in accordance with Appendix 1 to Annex A of Schedule 2; <ul style="list-style-type: none"> i. producing and managing a procedure to facilitate working arrangements that do not exceed the percentage of use in accordance with Appendix 1 to Annex A of Schedule 2; ii. working collaboratively with the Authority to ensure the percentage is adequate and appropriate to deliver the service and allow the GFR to progress in the RN; iii. manage the GFR such that short notice RN requirements can be met with ease and no detriment to the GFR either in delivering the Training Delivery Service (Type C) or progression in the RN; iv. supporting the GFR in continued professional and personal development to deliver the training services and 	x				

	<p>progress in the RN;</p> <p>c. how the Tenderer will provide the GFR post with appropriate management responsibilities applicable to the rank and grade in the Royal Navy by:</p> <ul style="list-style-type: none"> i. ensuring that the line management chain is appropriate to the GFR rank; and ii. ensuring that every opportunity is provided to avoid disadvantage to the progression in the RN of the GFR on a high percentage use to the Contractor; 					
	<p>7.3. The Tenderer's solution explains how the GFR positions will be used to deliver the DTS franchised service including:</p> <ul style="list-style-type: none"> a. how the Tenderer will identify the requirements for the Terms of Reference for Authority approval in accordance with Schedule 2 by: <ul style="list-style-type: none"> i. drafting the TORs for Authority approval in accordance with paragraph 26 of Schedule 2; ii. engaging with the Divisional Officer of the GFR in order to ensure the care and welfare of the GFR is maintained at all times; b. how the tenderer will manage the percentage provision in accordance with Appendix 1 to Annex A of Schedule 2; <ul style="list-style-type: none"> i. producing and managing a procedure to facilitate working arrangements that do not exceed the percentage of use in accordance with Appendix 1 to Annex A of Schedule 2; ii. working collaboratively with the Authority to ensure the percentage is adequate and appropriate to deliver the service and allow the GFR to progress in the RN; and c. how the Tenderer will provide the GFR post with appropriate management responsibilities applicable to the rank and grade in the Royal Navy by ensuring that the line management chain is appropriate to the GFR rank; 			x		
	<p>7.4. The Tenderer's solution explains how the GFR positions will be used to deliver the DTS franchised service including:</p> <ul style="list-style-type: none"> a. how the Tenderer will identify the requirements for the Terms of Reference for Authority approval in accordance with Schedule 2 by drafting the TORs for Authority approval in accordance with paragraph 26 of Schedule 2; b. how the tenderer will manage the percentage provision in accordance with Appendix 1 to Annex A of Schedule 2; and c. how the Tenderer will provide the GFR post with appropriate management responsibilities applicable to the rank and grade in the Royal Navy. 				x	
	<p>7.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x

RoR: 13

Training Planning Service

Aim

1. To select a solution that will deliver a Training Planning Service.

Background

2. This RoR covers the requirement of the Tenderer to deliver the Training Planning Service required to support the Authority in the delivery of its training. The Tenderer must ensure their Training Planning Service is fit for purpose, is professional and recognises the values and standards of the organisation.
3. The requirement for this area is defined in:
 - 3.1. Appendix 3 to Annex B of Schedule 2 (Statement of Requirements)
 - 3.2. Schedule 4 (Change and Change Management)
 - 3.3. Schedule 11 (Key Personnel)
 - 3.4. Schedule 12 (Performance Mechanism)
 - 3.5. Schedule 13 (Authority Audit)
 - 3.6. JSP 822 Governance and Management of Defence Individual Training and Education

Responses Required:

4. The Tenderer will provide details of its Key Personnel for Schedule 11 including:
 - 4.1. how the Key Personnel will be employed in delivering and managing the Training Planning Service;
 - 4.2. the SQEP details of its Key Personnel; and
 - 4.3. a description of how the Key Personnel fit into the organogram provided in Schedule 11 (Key Personnel).
5. The Tenderer will provide a Training Services Management Plan for part 6 of Schedule 9 detailing how the Tenderer will deliver a Training Planning Service that includes the following:
 - 5.1. Establishment Resource Planning:
 - 5.1.1. how the Tenderer will produce a rolling 4 to 10 year Planning and Resource Assumptions Plan in accordance with appendix 3 to Annex C of Schedule 2;
 - 5.2. SOTT+ Production:
 - 5.2.1. The requirement of response for the production of the SOTT+ is contained in RoR 6 (Change and Change Management);
 - 5.2.2. The requirement of response of how the Tenderer will identify the Military Manning Assumptions in accordance with Figure 2 of Appendix 3 to Annex C of Schedule 2 is contained in RoR 6 (Change and Change Management);
 - 5.3. Training Programme and Resource Allocation:

5.3.1. How the Tenderer will deliver a training programme against the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2;

5.3.2. How the Tenderer will deliver course bookings for courses on the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2;

Guidance for Evaluators

Scoring Guidance		Very High Confidence	High Confidence	Good Confidence	Acceptable	Unacceptable
1.	<p>MANDATORY STATEMENTS</p> <ol style="list-style-type: none"> 1. The Tenderer's solution will deliver continued compliance with all standards and address all constraints. 2. The Tenderer's solution identifies Key Personnel to deliver the Training Planning Service requirement for Schedule 11 (Key Personnel). 3. The Tenderer's solution identifies a process that can be logically followed for Audit purposes (Schedule 13 Authority Audit) and identifies appropriate PIs and KPIs to measure the delivery (Schedule 12 Performance Mechanism). 	In the Authority's opinion all of the statements on the left are true, or				x
2.	<p>KEY STATEMENTS</p> <p>2.1. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Planning Service details how the Tenderer will:</p> <ol style="list-style-type: none"> a. Provide substantial management oversight of the Training Planning Service to ensure that training is delivered in the most efficient and effective manner to deliver the requirement; b. Provide a collaborative working approach to Training Planning in this Contract; c. Provide subject matter expertise advise to the Authority on the programming of training in this Contract by ensuring that personnel employed to manage the Training Planning Service: <ol style="list-style-type: none"> i. have a proven track record of substantial and current experience in delivering training planning in a variety of complex training delivery and education environments; ii. have a proven track record of managing a team of high quality and dynamic personnel to deliver training planning against a continuously adapting requirement; iii. have a proven track record of providing innovative solutions to problems; iv. have proven excellence in forming and managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training planning in this Contract by ensuring that personnel delivering the service: <ol style="list-style-type: none"> i. have proven current experience of working within the education sector; ii. have a proven ability to build relationships and work collaboratively with a variety of personnel to deliver the output; iii. have a proven track record of substantial and current experience in training planning in a variety of training delivery an education environments; iv. have a proven track record of identifying and understanding the management of training systems in complex 	x				

	training and education environments.					
2.2.	<p>The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Planning Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Planning Service to ensure that training is delivered in the most efficient and effective manner to deliver the requirement; b. Provide a collaborative working approach to Training Planning in this Contract; c. Provide subject matter expertise advise to the Authority on the programming of training in this Contract by ensuring that personnel employed to manage the Training Planning Service: <ul style="list-style-type: none"> i. have a proven track record of experience in delivering training planning in a complex training delivery environment; ii. have a proven track record of managing a team personnel to deliver training planning; iii. have a proven track record of providing innovative solutions to problems; iv. have proven experience in forming and managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training planning in this Contract by ensuring that personnel delivering the service: <ul style="list-style-type: none"> i. have proven experience of working within the education sector; ii. have an ability to build relationships and work collaboratively with a variety of personnel to deliver the output; iii. have a proven track record of experience in training planning in a training delivery environment; 					
2.3.	<p>The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Planning Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Planning Service to ensure that training is delivered in the most efficient and effective manner to deliver the requirement; b. Provide a collaborative working approach to Training Planning in this Contract; c. Provide subject matter expertise advise to the Authority on the programming of training in this Contract by ensuring that personnel employed to manage the Training Planning Service: <ul style="list-style-type: none"> i. have experience in delivering training planning; ii. have experience of managing a team personnel to deliver training planning; d. Provide subject matter expertise to the Authority for the delivery of training planning in this Contract by ensuring that personnel delivering the service: <ul style="list-style-type: none"> i. have an ability to build relationships and work collaboratively to deliver the output; ii. have experience in training planning in a training delivery environment; 					
2.4.	<p>The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Planning Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Planning Service to ensure that training is delivered in the most efficient and effective manner to deliver the requirement; b. Provide a collaborative working approach to Training Planning in this Contract; c. Provide subject matter expertise advise to the Authority on the programming of training in this Contract; d. Provide subject matter expertise to the Authority for the delivery of training planning in this Contract; 					

	<ul style="list-style-type: none"> i. an Establishment Management Plan; ii. An Estates Management Plan iii. A Business Continuity Plan iv. a risk register v. an Output Based Costing Plan; vi. a Fixed Asset Register; vii. an Equipment Replacement and Maintenance Plan; <ul style="list-style-type: none"> b. provide advice to the Authority on the use of resources across the training estate in this Contract; c. fully integrate with Training Optimisation to identify rationalisation of resource usage. 					
	<p>3.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will produce, publish and maintain:</p> <ul style="list-style-type: none"> a. an Establishment Management Plan; b. An Estates Management Plan c. A Business Continuity Plan d. a risk register e. an Output Based Costing Plan; f. a Fixed Asset Register; g. an Equipment Replacement and Maintenance Plan; 					x
	<p>3.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
4.	<p>4.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver a training programme against the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. ensuring that the Training Programme contains full, accurate and comprehensive details of all resource requirements to deliver the training requirement; ii. ensuring that the Training Programme is produced in a manner that allows for a high degree of flexibility to support short notice changes to training requirements; iii. ensuring that the Training Programme clearly reflects the information in the SOTT+; iv. providing a breakdown of the Training Programme to instructors, students and support staff in a clear, easy to understand format; v. implementing a procedure that allows instructors to identify in advance or at very short notice any absences and unavailability; vi. ensuring a high degree of flexibility in resource to allow for short notice unavailability or unavailability of equipment and other resource; vii. fully integrating with the training facilitation service in Appendix 4 of Annex C to Schedule 2; viii. fully integrating with all other contracts that affect the Training Programme to ensure timely and advanced booking of external facilities; ix. providing SME advice and guidance to the Authority on planning considerations according to specific delivery sites; x. embedding training planning personnel in the delivery areas to provide an in depth knowledge of bespoke and unique requirements of each delivery area for the production of the Training Programme; 	x				

	<ul style="list-style-type: none"> xi. publishing the Training Programme in electronic format (utilising TAFMIS as applicable) to ensure real time information is accessible to the Authority and other stakeholders of the Training Planning Service in this contract at all times; b. deliver course bookings for courses on the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. providing advice and guidance to the Authority on the booking and availability of courses in the SOTT+ and Training Programme; i. publishing the courses onto JPA; ii. collating and analysing management information on uptake of courses and corresponding resource usage to the Authority on a termly basis; iii. producing a process to record and manage no-shows on each course that also includes flexibility to allow for short notice replacements of personnel on the course; iv. fully integrating the management of course attendance with the pre-joining and departure service; v. providing a comprehensive and flexible pre-joining and departure service that is bespoke to the course; vi. fully integrating with the Accreditation Service at Appendix 3 to Annex F of Schedule 2 for recording and administering competencies; 					
4.2.	<p>The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. deliver a training programme against the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. ensuring that the Training Programme contains details of all resource requirements to deliver the training requirement; ii. ensuring that the Training Programme is produced in a manner that allows flexibility to support changes to training requirements; iii. ensuring that the Training Programme clearly reflects the information in the SOTT+; iv. providing a breakdown of the Training Programme to instructors, students and support staff in a clear, easy to understand format; v. implementing a procedure that allows instructors to identify in advance any absences and unavailability; vi. ensuring flexibility in resource to allow for unavailability or unserviceability of equipment and other resource; vii. fully integrating with the training facilitation service in Appendix 4 of Annex C to Schedule 2; viii. fully integrating with all other contracts that affect the Training Programme to ensure booking of external facilities; ix. publishing the Training Programme in electronic format (utilising TAFMIS as applicable) to ensure information is accessible to the Authority and other stakeholders of the Training Planning Service in this contract; b. deliver course bookings for courses on the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2 by: <ul style="list-style-type: none"> i. providing advice and guidance to the Authority on the booking and availability of courses in the SOTT+ and Training Programme; ii. publishing the courses onto JPA; iii. producing a process to record no-shows on each; iv. fully integrating the management of course attendance with the pre-joining and departure service; v. providing pre-joining and departure service; vi. fully integrating with the Accreditation Service at Appendix 3 to Annex F of Schedule 2 for recording and administering competencies; 		x			

	<p>4.3. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. deliver a training programme against the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2 by:</p> <ul style="list-style-type: none"> i. ensuring that the Training Programme contains details of all resource requirements to deliver the training requirement; ii. ensuring that the Training Programme supports In Year Changes in accordance with Schedule 4; iii. ensuring that the Training Programme clearly reflects the information in the SOTT+; iv. providing a breakdown of the Training Programme; v. fully integrating with the training facilitation service in Appendix 4 of Annex C to Schedule 2; vi. fully integrating with all other contracts that affect the Training Programme to ensure booking of external facilities; vii. publishing the Training Programme in electronic format (utilising TAFMIS as applicable); <p>b. deliver course bookings for courses on the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2 by:</p> <ul style="list-style-type: none"> i. publishing the courses onto JPA; ii. producing a process to record no-shows on each; iii. providing a pre-joining and departure service; iv. fully integrating with the Accreditation Service at Appendix 3 to Annex F of Schedule 2 for recording and administering competencies; 			x		
	<p>4.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. deliver a training programme against the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2; and</p> <p>b. deliver course bookings for courses on the SOTT+ in accordance with appendix 3 to Annex C of Schedule 2.</p>				x	
	<p>4.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x

RoR: 14

Training Facilitation

Aim

1. To select a solution that will deliver a Training Facilitation Service.

Background

2. This RoR covers the requirement of the Tenderer to deliver the Training Facilitation Service. The Tenderer must ensure their Training Facilitation Service is fit for purpose, is professional and recognises the values and standards of the Authority.
3. The requirement for this area is defined in:
 - 3.1. Annex C to Schedule 2 (Statement of Requirements)
 - 3.2. Schedule 11 (Key Personnel)
 - 3.3. JSP 822 Governance and Management of Defence Individual Training and Education

Responses Required:

4. The Tenderer will provide details of its Key Personnel for Schedule 11 including:
 - 4.1.1. how the Key Personnel will be employed in delivering and managing the Training Facilitation Service;
 - 4.1.2. the SQEP details of its Key Personnel; and
 - 4.1.3. a description of how the Key Personnel fit into the organogram provided in Schedule 11.
5. The Tenderer will provide a Training Services Management Plan for part 6 of Schedule 9 detailing how the Tenderer will deliver a Training Facilitation Service that includes the following:
 - 5.1. Administrative Support to Training
 - 5.1.1. How the Tenderer will provide a course preparation service;
 - 5.1.2. How the Tenderer will provide general administrative support to all training courses;
 - 5.1.3. How the Tenderer will provide establishment open day support;
 - 5.1.4. How the Tenderer will provide webmaster services including media support and digital capture;
 - 5.2. Examination Co-ordination and Administration
 - 5.2.1. How the Tenderer will provide appropriate procedures to safeguard the production and distribution of all training examinations;
 - 5.2.2. How the Tenderer will ensure the examinations are correctly allocated, prepared, managed, marked and recorded in accordance with the Assessment Strategy for each course;
 - 5.2.3. How the Tenderer will administer all ship command examinations;

Guidance for Evaluators

Scoring Guidance		Very High Confidence	High Confidence	Good Confidence	Acceptable	Unacceptable
1.	<p>MANDATORY STATEMENTS</p> <ol style="list-style-type: none"> 1. The Tenderer's solution will deliver continued compliance with all standards and address all constraints. 2. The Tenderer's solution identifies Key Personnel to deliver the Training Facilitation Service requirement for Schedule 11 (Key Personnel). 3. The Tenderer's solution identifies a process that can be logically followed for Audit purposes (Schedule 13 Authority Audit) and identifies appropriate PIs and KPIs to measure the delivery (Schedule 12 Performance Mechanism). 4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will provide a R&IT Management and Warden Service, an RYA Accreditation Centre and a Personnel Selection Officer Service in accordance with Appendix 4 to Annex C of Schedule 2. 	In the Authority's opinion all of the statements on the left are true, or				x
2.	<p>KEY STATEMENTS</p> <p>2.1. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Facilitation Service details how the Tenderer will:</p> <ol style="list-style-type: none"> a. Provide substantial management oversight of the Training Facilitation Service to ensure that training is facilitated to meet the requirement; b. Provide a collaborative working approach to Training Facilitation Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training facilitation in this Contract by ensuring that personnel employed to manage the Training Facilitation Service: <ol style="list-style-type: none"> i. have a proven track record of substantial and current experience in delivering training facilitation activities in a variety of training delivery and education environments; ii. have a proven track record of managing a team of high quality and dynamic personnel to deliver facilitation against a continuously adapting requirement; iii. have a proven track record of providing innovative solutions to problems; iv. have proven excellence in forming and managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service: <ol style="list-style-type: none"> i. have proven current experience of working within the education sector; ii. have a proven ability to build relationships and work collaboratively with a variety of personnel to deliver the output; 	x				

	<ul style="list-style-type: none"> iii. have a proven track record of substantial and current experience in training facilitation in a variety of training delivery an education environments; iv. have a proven track record of identifying and understanding the management of training systems in complex training and education environments. 					
	<p>2.2. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Facilitation Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Facilitation Service to ensure that training is facilitated to meet the requirement; b. Provide a collaborative working approach to Training Facilitation Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training facilitation in this Contract by ensuring that personnel employed to manage the Training Facilitation Service: <ul style="list-style-type: none"> i. have proven experience in delivering training facilitation activities in a variety of training delivery environments; ii. have a proven track record of managing a team of personnel to deliver facilitation against a changing requirement; iii. have proven experience of managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service: <ul style="list-style-type: none"> i. have the ability to work collaboratively with a variety of personnel to deliver the output; ii. have a proven track record of experience in training facilitation in a variety of training delivery environments; 		x			
	<p>2.3. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Facilitation Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Facilitation Service to ensure that training is facilitated to meet the requirement; b. Provide a collaborative working approach to Training Facilitation Service in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training facilitation in this Contract by ensuring that personnel employed to manage the Training Facilitation Service: <ul style="list-style-type: none"> i. have experience in delivering training facilitation activities; ii. have experience of managing a team of personnel to deliver facilitation; iii. have experience of managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract by ensuring that personnel delivering the service have the ability to work collaboratively to deliver the output; 			x		
	<p>2.4. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Facilitation Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Facilitation Service to ensure that training is facilitated to meet the requirement; b. Provide subject matter expertise advise to the Authority on the delivery of training facilitation in this Contract; c. Provide subject matter expertise to the Authority for the delivery of training quality assurance in this Contract; 				x	

	2.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.					x
3.	<p>3.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. provide a course preparation service by:</p> <ul style="list-style-type: none"> i. proactively checking the serviceability of all classrooms and training delivery areas including all IT, IS and media prior to each lesson taking place including level 0 maintenance of all GFA, and replacement of consumables as required. ii. Proactively carrying out completion and shutdown activities for each training delivery area after each lesson, ensuring that all GFA and media is fully serviceable and the facility is in an excellent condition ready for the next lesson, conducting level 0 maintenance on GFA as required. iii. Proactively and accurately producing all necessary course documentation, hand-outs and name boards prior to each lesson, ensuring that any short notice changes to programming or student nominal lists have been incorporated. iv. Providing the instructors with copies of course photographs, nominal lists and any other supporting information required for the instructor to deliver the course in an efficient and professional manner. v. Proactively checking that all books of reference required for the course are at the correct amendment state and are available for each course. vi. Proactively booking all guest lecturers in advance of the course, ensuring that all necessary security requirements have been met and that the lecturer is appropriately escorted on entry to the Establishment and professionally hosted throughout the remainder of the visit. vii. Proactively conducting horizon scanning to identify any change in requirements to training facilities, media, documentation or course lists in order to ensure the professional delivery of training at all times. viii. Proactively assisting course managers and instructors on all administrative requirements to ensure the course and individual lessons run smoothly and professionally at all times. ix. Fully integrating with the Training Optimisation Service in Annex G to Schedule 2 by providing data, information and lessons from experience in the preparation for courses. <p>b. provide general administrative support to all training courses by:</p> <ul style="list-style-type: none"> i. proactively assisting course managers and instructors on all administrative requirements to ensure the course and individual lessons run smoothly and professionally at all times. ii. Proactively managing all aspects of training meetings including a secretarial and comprehensive administrative support function, identifying the need for meetings, managing and producing all required documentation and following up actions as required. iii. Proactively providing training updates to all Authority published memorandum including Daily Orders, Short, Mid and Long-casts and identifying any other requirements for updates. iv. Proactively administering and entering all JPA competencies and administrative functions in support of all training. v. Working collaboratively with the authority to assist and facilitate all visits to the training delivery areas, ensuring that all necessary preparations are made in order to display the training environment and this Contract in a professional light. vi. Producing comprehensive and accurate reports on trainees and course delivery to course managers, divisional officers and any other Authority representative as appropriate and as required. 	x				

	<ul style="list-style-type: none"> vii. Proactively identifying, producing and managing all end of course documentation requirements including administrative support to end of course presentations and ceremonies as required. viii. Proactively managing the issue, return, disposal, procurement, configuration control, amendment and update of all reference books (including electronic versions) used in the delivery of training in this Contract. ix. Managing the administrative requirements for, and keeping an audit record of all Remedial training and Minor Administrative Action activities, including conducting trend analysis of all records to identify areas for improvement in the administration or delivery of training. x. Managing the Fleet WPE and task books by working collaboratively with the Authority to engage with front line units to administer, track and support all task book training activities; xi. fully integrating with the Training Quality Assurance Service in Appendix 2 to Annex C of Schedule 2 to ensure workplace training continuously meets the requirement. <p>c. provide establishment open day support by:</p> <ul style="list-style-type: none"> i. fully integrating with the Training Planning Service in Appendix 3 to Annex C of Schedule 2 to manage the provision of instructors to support Open Day requirements, ensuring suitable flexibility to manage short notice changes or unavailability; ii. producing a comprehensive programme and routine to provide all necessary administrative and instructor support to the demonstration of training to all visitors and open day events. <p>d. provide webmaster services including media support and digital capture by:</p> <ul style="list-style-type: none"> i. providing a comprehensive and proactive website for each Establishment that contains accurate and up to date information on the delivery of training in the Establishment; ii. working collaboratively with the Authority to ensure that the Establishment website includes up to date details of future events and news articles on previous events; iii. providing a website that signposts visitors to all necessary information when visiting the Establishment including clear and easy to use guidance and access to forms; iv. proactively collecting, producing and displaying media (photographs and videos) of Establishment information and events; v. working collaboratively with the authority to ensure that the website meets and integrates with all security and operating restrictions of defence web services. 					
3.2.	<p>The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <p>a. provide a course preparation service by:</p> <ul style="list-style-type: none"> i. checking the serviceability of all classrooms and training delivery areas including all IT, IS and media on a regular basis including level 0 maintenance of all GFA, and replacement of consumables as required; ii. carrying out completion and shutdown activities for each training delivery area on a regular basis, ensuring that all GFA and media is fully serviceable, conducting level 0 maintenance on GFA as required; iii. producing course documentation, hand-outs and name boards prior to each lesson; iv. producing course photographs and nominal lists for the instructor to deliver the course; v. checking that all books of reference required for the course are at the correct amendment state and are available for each course; vi. booking guest lecturers in advance of the course, ensuring that all necessary security requirements have been met and that the lecturer is appropriately escorted on entry to the Establishment; 		x			

	<ul style="list-style-type: none"> vii. assisting course managers and instructors on all administrative requirements; viii. integrating with the Training Optimisation Service in Annex G to Schedule 2; b. provide general administrative support to all training courses by: <ul style="list-style-type: none"> i. assisting course managers and instructors on all administrative requirements; ii. managing training meetings including a secretarial and administrative support function; iii. providing training updates to Authority published memorandum including Daily Orders, Short, Mid and Long-casts; iv. administering and entering all JPA competencies and administrative functions as required; v. Working collaboratively with the authority to assist and facilitate all visits to the training delivery areas; vi. Producing reports on trainees ; vii. producing end of course documentation requirements including administrative support to end of course presentations and ceremonies as required. viii. managing reference books (including electronic versions) as required; ix. Managing the administrative requirements for Remedial training and Minor Administrative Action activities; x. Managing the Fleet WPE and task books; c. provide establishment open day support by: <ul style="list-style-type: none"> i. fully integrating with the Training Planning Service in Appendix 3 to Annex C of Schedule 2 to manage the provision of instructors to support Open Day requirements; ii. providing administrative and instructor support to the demonstration of training to open day events; d. provide webmaster services including media support and digital capture by: <ul style="list-style-type: none"> i. providing a website for each Establishment that contains accurate and up to date information on the delivery of training in the Establishment; ii. working collaboratively with the Authority to ensure that the Establishment website includes up to date details of and news articles on previous events; iii. providing a website that signposts visitors to information when visiting the Establishment; iv. collecting, producing and displaying media (photographs and videos) of Establishment information and events; v. ensuring that the website meets all security and operating restrictions of defence web services. 					
3.3.	<p>The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. provide a course preparation service by: <ul style="list-style-type: none"> i. checking the serviceability of all classrooms and training delivery areas and carrying out completion and shutdown activities as required; ii. producing information to the instructor prior to the course; iii. ensuring books of reference are available for the course; iv. booking guest lecturers and arranging security requirements for entry to the Establishment; b. provide general administrative support to all training courses by: <ul style="list-style-type: none"> i. provide a secretarial and administrative support function to training meetings; ii. providing training updates to Authority published memorandum; iii. administering JPA competencies as required; iv. producing end of course documentation requirements; 			x		

	<ul style="list-style-type: none"> v. Supporting visits; vi. Recording Remedial training and Minor Administrative Action activities; vii. monitoring the Fleet WPE and task books; c. provide establishment open day support by providing instructors and administrative support; d. provide webmaster services including media support and digital capture by: <ul style="list-style-type: none"> i. providing a website for each Establishment and ensuring that the website meets all security and operating restrictions of defence web services. 					
	<p>3.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. provide a course preparation service; b. provide general administrative support to all training courses; c. provide establishment open day support; and d. provide webmaster services including media support and digital capture. 					x
	<p>3.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
4.	<p>4.1. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. provide appropriate procedures to safeguard the production and distribution of all training examinations by: <ul style="list-style-type: none"> i. providing a single point of contact at place of need for the issue of examinations, and the safeguarding of examinations ready for issue immediately prior to the exam; ii. ensuring that exam documents are provided to the instructor in a time and manner that ensures the integrity of the examination at all times; iii. ensuring that an auditable procedure is produced and managed for the issue of examination documentation; iv. ensuring that a secure process is produced and managed for the production of all examination material; v. ensuring that a secure area is provided for the storage of all examination material; vi. conducting regular spot checks for the issue and storage of examination material as part of a wider security audit in this Contract; b. ensure the examinations are correctly allocated, prepared, managed, marked and recorded in accordance with the Assessment Strategy for each course by: <ul style="list-style-type: none"> i. proactively conducting checks of the training programme in order to prepare examinations in adequate time for the exams; ii. collating all examination responses and conduct trend analysis against questions in the examination bank to identify any questions with consistently poor marks, iii. working collaboratively with the instructors to amend questions that consistently receive poor marks; iv. conducting check marking of examinations on a sample basis to ensure integrity of examination procedures and marking; v. ensuring a process is in place to review the examination bank on an appropriate time scale to ensure integrity of all examinations; vi. fully integrating with the Training Optimisation Service in Annex G of Schedule 2 to provide examinations in appropriate formats to match the delivery of the course; vii. ensuring that the examination formats are appropriate to the subject matter being examined, fully 					x

	<p>engaging with the Training Design Service in Annex C to Schedule 2;</p> <ul style="list-style-type: none"> viii. proactively collect and analyse feedback from instructors and students on the conduct, delivery and format of the examinations in order to ensure processes and procedures remain fit for purpose; ix. ensuring the marking method is appropriate to the examination being conducted, working collaboratively with instructors to update or amend the marking method as required; x. conducting independent invigilation of examinations to ensure the integrity of examinations at all times; xi. working collaboratively with the instructors to provide feedback to students on examination performance; <p>c. administer all ship command examinations;</p>					
	<p>4.2. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. provide appropriate procedures to safeguard the production and distribution of all training examinations by: <ul style="list-style-type: none"> i. ensuring that exam documents are provided to the instructor in a time and manner that ensures the integrity of the examination at all times; ii. ensuring that an auditable procedure is produced and managed for the issue of examination documentation; iii. ensuring that a secure process is produced and managed for the production of all examination material; iv. ensuring that a secure area is provided for the storage of all examination material; b. ensure the examinations are correctly allocated, prepared, managed, marked and recorded in accordance with the Assessment Strategy for each course by: <ul style="list-style-type: none"> i. preparing examinations for the exams; ii. collating all examination responses and conducting trend analysis against questions in the examination bank to identify any questions with consistently poor marks, iii. ensuring a process is in place to review the examination bank on a regular basis; iv. integrating with the Training Optimisation Service in Annex G of Schedule 2; v. ensuring that the examination formats are appropriate to the subject matter being examined; vi. ensuring the marking method is appropriate to the examination being conducted; vii. conducting checks on the invigilation of examinations to ensure the integrity of examinations at all times; c. administer all ship command examinations; 		x			
	<p>4.3. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. provide appropriate procedures to safeguard the production and distribution of all training examinations by: <ul style="list-style-type: none"> i. ensuring that exam documents are provided to the instructor in a time and manner that ensures the integrity of the examination at all times; ii. ensuring that a secure process is produced and managed for the production of all examination material; iii. ensuring that a secure area is provided for the storage of all examination material; b. ensure the examinations are correctly allocated, prepared, managed, marked and recorded in accordance with the Assessment Strategy for each course by: <ul style="list-style-type: none"> i. preparing examinations for the exams; ii. collating all examination responses and periodically reviewing the examination bank; c. administer all ship command examinations; 			x		

	<p>4.4. The Tenderer's Training Services Management Plan for part 6 of Schedule 14 details how the Tenderer will:</p> <ul style="list-style-type: none"> a. provide appropriate procedures to safeguard the production and distribution of all training examinations; b. ensure the examinations are correctly allocated, prepared, managed, marked and recorded in accordance with the Assessment Strategy for each course; c. administer all ship command examinations; 				x	
	<p>4.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x

RoR: 15

Training Equipment Availability Service

Aim

1. To select a solution that will deliver training equipment availability in this Contract.

Background

2. This RoR covers the requirement of the Tenderer to deliver a Training Equipment Availability Service. The Tenderer must ensure their Training Equipment Availability Service is fit for purpose and professional.
3. The requirement for this area is defined in:
 - 3.1. Schedule 2 (Statement of Requirements)
 - 3.2. Schedule 3 (Governance and Contract Management)
 - 3.3. Schedule 11 (Key Personnel)
 - 3.4. Schedule 12 (Performance Mechanism)
 - 3.5. Schedule 13 (Authority Audit)

Responses Required:

4. The Tenderer will provide details of its Key Personnel for Schedule 11 including:
 - 4.1. how the Key Personnel will be employed in delivering and managing the Training Delivery Service (Type C);
 - 4.2. the SQEP details of its Key Personnel; and
 - 4.3. a description of how the Key Personnel fit into the organogram provided in Schedule 11.
5. The Tenderer will provide an explanation of how it will conduct a check of the GFA (including Issued Property) in accordance with clause 29.3 against the GFA Register including:
 - 5.1. How the Tenderer will manage any discrepancies in the GFA Register;
 - 5.2. How the Tenderer will manage the GFA Register thereafter including:
 - 5.2.1. How the Tenderer will account for the GFA using the Public Store Account in accordance with clause 30;
 - 5.2.2. How the Tenderer will report the Public Store Account in accordance with Schedule 3;
 - 5.3. How the Tenderer will manage receipt, repair, replacement and disposal of the GFA in this Contract;
 - 5.4. How the Tenderer will manage the ITAR requirements in this Contract;
6. The Tenderer will provide a Training Services Management Plan for part 7 of Schedule 9 detailing how the Tenderer will deliver a Training Equipment Availability Service including:

- 6.1. How the Tenderer will identify, provide and manage all necessary role players, coxswains, support and safety staff to achieve the safe and effective delivery of training using the equipment in accordance with Annex D to Schedule 2;
- 6.2. Training GFA
 - 6.2.1. How the Tenderer will manage and maintain the training GFA in accordance with Appendix 1 to Annex D including:
 - 6.2.1.1. How the Tenderer will ensure all training GFA is available for delivery of the training courses;
 - 6.2.2. How the Tenderer will manage short notice unavailability of equipment;
 - 6.2.3. How the Tenderer will manage and maintain GFA across contract boundaries;
- 6.3. How the Tenderer will manage the and maintain the training IS and IT GFA in accordance with Appendix 2 to Annex D including:
 - 6.3.1. How the Tenderer will ensure all training IS and IT GFA is available for delivery of the training courses;
 - 6.3.2. How the Tenderer will manage short notice unavailability of equipment;
 - 6.3.3. How the Tenderer will manage and maintain IS and IT GFA across contract boundaries;
- 6.4. How the Tenderer will deliver the Training Equipment Project Management Service in accordance with Appendix 3 to Annex D.

Guidance for Evaluators

Scoring Guidance		Very High Confidence	High Confidence	Good Confidence	Acceptable	Unacceptable
1.	<p>MANDATORY STATEMENTS</p> <ol style="list-style-type: none"> 1. The Tenderer's solution will deliver continued compliance with all standards and address all constraints. 2. The Tenderer's solution identifies Key Personnel to deliver the Training Facilitation Service requirement for Schedule 11 (Key Personnel). 3. The Tenderer's solution identifies a process that can be logically followed for Audit purposes (Schedule 13 Authority Audit) and identifies appropriate PIs and KPIs to measure the delivery (Schedule 12 Performance Mechanism). 	In the Authority's opinion all of the statements on the left are true, or				x
2.	<p>KEY STATEMENTS</p> <p>2.1. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Equipment Availability Service details how the Tenderer will:</p> <ol style="list-style-type: none"> a. Provide substantial management oversight of the Training Equipment Availability Service to ensure that equipment is available to deliver the training requirement; b. Provide a collaborative working approach to training equipment availability in this Contract; c. Provide subject matter expertise advise to the Authority on the provision of training equipment in this Contract by ensuring that personnel employed to manage the Training Equipment Availability Service: <ol style="list-style-type: none"> i. have a proven track record of substantial and current experience in delivering training equipment availability activities in a variety of training delivery and education environments; ii. have a proven track record of managing a team of high quality and dynamic personnel to deliver training equipment availability against a continuously adapting requirement; iii. have a proven track record of providing innovative solutions to problems; iv. have proven excellence in forming and managing relationships in order to deliver an output; v. have proven qualifications and experience in operating and maintaining the equipment that they have management responsibility for, specifically in safety critical equipment areas (e.g. Defence Diving School); d. Provide subject matter expertise to the Authority for the delivery of training equipment availability in this Contract by ensuring that personnel delivering the service: <ol style="list-style-type: none"> i. have proven current experience of working within the training and education sector; 	x				

	<ul style="list-style-type: none"> ii. have a proven ability to build relationships and work collaboratively with a variety of personnel to deliver the output; iii. have a proven track record of substantial and current experience in training equipment availability in a variety of training delivery an education environments; iv. have a proven track record of identifying and understanding the management of training systems in complex training and education environments. 					
	<p>2.2. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Equipment Availability Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Equipment Availability Service to ensure that equipment is available to deliver the training the requirement; b. Provide a collaborative working approach to training equipment availability in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training equipment availability in this Contract by ensuring that personnel employed to manage the Training Equipment Availability Service: <ul style="list-style-type: none"> i. have proven experience in delivering training equipment availability activities in a variety of training delivery environments; ii. have a proven track record of managing a team of personnel to deliver equipment availability against a changing requirement; iii. have proven experience of managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training equipment availability in this Contract by ensuring that personnel delivering the service: <ul style="list-style-type: none"> i. have the ability to work collaboratively with a variety of personnel to deliver the output; ii. have a proven track record of experience in training equipment availability in a variety of training delivery environments; 		x			
	<p>2.3. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Equipment Availability Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Equipment Availability Service to ensure that training equipment is available to deliver the training requirement; b. Provide a collaborative working approach to training equipment availability in this Contract; c. Provide subject matter expertise advise to the Authority on the delivery of training equipment availability in this Contract by ensuring that personnel employed to manage the Training Equipment Availability Service: <ul style="list-style-type: none"> i. have experience in delivering training equipment availability activities; ii. have experience of managing a team of personnel to deliver training equipment availability; iii. have experience of managing relationships in order to deliver an output; d. Provide subject matter expertise to the Authority for the delivery of training equipment availability in this Contract by ensuring that personnel delivering the service have the ability to work collaboratively to deliver the output; 			x		

	<p>2.4. The Tenderer's list of Key Personnel in Schedule 11 delivering the Training Equipment Availability Service details how the Tenderer will:</p> <ul style="list-style-type: none"> a. Provide management oversight of the Training Equipment Availability Service to ensure that training equipment is available to deliver the training requirement; b. Provide subject matter expertise advise to the Authority on the delivery of training equipment availability in this Contract; c. Provide subject matter expertise to the Authority for the delivery of training equipment availability in this Contract; 				x	
	<p>2.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
3.	<p>3.1. The Tenderer's response provides an explanation of how it will conduct a check of the GFA (including Issued Property) in accordance with clause 29.3 against the GFA Register including:</p> <ul style="list-style-type: none"> a. How the Tenderer will manage any discrepancies in the GFA Register by: <ul style="list-style-type: none"> i. dedicating a full team of qualified auditors to conduct a full and comprehensive audit of all equipment required to deliver Training Services in this Contract against the GFA Register provided by the Authority. ii. working collaboratively with the Authority including the MTAO to ensure that all maintenance details are correct and interfaces with other equipment support contracts are identified; iii. working collaboratively with the Training Equipment Projects Key Customer and the Authority to ensure comprehensive and appropriate procedures are in place to manage the interface between equipment support contracts; iv. dedicating a full team of SQEP personnel to confirm the serviceability of all GFA in this Contract prior to delivery of the Training Services at SCD; v. identifying and confirming all support required to deliver training on the GFA, (e.g. role players, safety numbers) and that full details are accurately recorded on the GFA Register; vi. working collaboratively with the Authority to agree the GFA Register; ensuring any amendments to the GFA Register are provided by the Tenderer to the Authority for agreement; b. How the Tenderer will manage the GFA Register thereafter by: <ul style="list-style-type: none"> i. ensuring that the GFA Register is subject to full and comprehensive regular audits to ensure all GFA holdings are continuously accounted for; ii. ensuring a process is in place to continuously track the movement of GFA in this Contract, including the movement of GFA to support training in different classrooms or delivery areas; iii. proactively ensuring that all GFA is readily accounted for and available for random and unannounced Authority spot checks; iv. providing an electronic method to track and record all GFA, so that any item of GFA can be immediately located and identified at any time; v. implementing a bespoke electronic tracking identification process (e.g. bar codes) to ensure the accuracy 	x				

	<p>of the GFA Register at all times;</p> <ul style="list-style-type: none"> vi. Fully integrate with the Training Optimisation Service in Annex G to Schedule 2 to identify if the GFA holdings are efficient and appropriate to deliver the Training Services in this Contract; vii. Work collaboratively with the Authority under Training Optimisation to rationalise the GFA holdings; <p>c. How the Tenderer will account for the GFA using the Public Store Account in accordance with clause 30;</p> <ul style="list-style-type: none"> i. conducting a full audit by qualified auditors every 12 months to reconcile the Public Store Account in accordance with clause 30.1.2; ii. ensuring that the GFA Register meets all necessary requirements of holding a Public Store Account in accordance with Clause 30; iii. proactively ensuring that the GFA Register is continuously and consistently ready in all respects for any Authority audits of the GFA Register in accordance with clause 30.1.4; iv. providing a record of public store account holdings including full and comprehensive information on movement, replacement and procurement in accordance with Schedule 3. v. providing full audit reports with the public store account reports. <p>d. How the Tenderer will manage receipt, repair, replacement and disposal of the GFA in this Contract by:</p> <ul style="list-style-type: none"> i. working collaboratively with the Training Equipment Project Management Key Customer to conduct horizon scanning to identify all equipment upgrades or new equipment requirements; ii. identifying all disposal and transfer regulations against each individual item of GFA to ensure correct procedures are followed when managing the GFA through the life of this Contract; iii. implementing a comprehensive and auditable procedure for managing all GFA in the GFA Register; iv. implementing an easy to use procedure for ensuring that new or replacement equipment is brought onto the GFA Register and into the scope of this Contract in an efficient and flexible manner to ensure no disruption or delay to training delivery; <p>e. How the Tenderer will manage the ITAR requirements in this Contract by:</p> <ul style="list-style-type: none"> i. ensuring that all GFA subject to ITAR is clearly identified in the GFA Register; ii. implementing a process to track all ITAR equipment and its use; liaising with DE&S for any change in use as appropriate; iii. providing a single point of contact for all ITAR queries in the GFA Register, providing advice and liaising with DE&S as required; iv. implementing a method of clearly identifying all GFA subject to ITAR; v. working collaboratively with the Training Equipment Project Management Key Customer to identify any new equipment that may be subject to ITAR, and managing the requirements as required; vi. providing evidence that appropriate approvals are in place for the Tenderer to manage and handle GFA subject to ITAR from SCD; 					
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	<p>3.2. The Tenderer's response provides an explanation of how it will conduct a check of the GFA (including Issued Property) in accordance with clause 29.3 against the GFA Register including:</p> <ul style="list-style-type: none"> a. How the Tenderer will manage any discrepancies in the GFA Register by: <ul style="list-style-type: none"> i. dedicating a full team of personnel to conduct a full and comprehensive audit of all equipment required to deliver Training Services in this Contract against the GFA Register provided by the Authority. ii. working collaboratively with the Authority to ensure that all maintenance details are correct; iii. dedicating personnel to confirm the serviceability of all GFA in this Contract prior to delivery of the Training Services at SCD; iv. confirming all support required to deliver training on the GFA, e.g. role players, safety numbers etc and that full details are accurately recorded on the GFA Register; vi. working collaboratively with the Authority to agree the GFA Register; b. How the Tenderer will manage the GFA Register thereafter by: <ul style="list-style-type: none"> i. ensuring that the GFA Register is subject to periodical audits to ensure all GFA holdings are continuously accounted for; ii. ensuring a process is in place to periodically track the movement of GFA in this Contract, including the movement of GFA to support training in different classrooms or delivery areas; iii. providing an electronic method to track and record all GFA; iv. fully integrating with the Training Optimisation Service in Annex G to Schedule 2 to identify if the GFA holdings are efficient and appropriate to deliver the Training Services in this Contract; c. How the Tenderer will account for the GFA using the Public Store Account in accordance with clause 30; <ul style="list-style-type: none"> i. conducting a full audit every 12 months to reconcile the Public Store Account in accordance with clause 30.1.2; ii. ensuring that the GFA Register meets all necessary requirements of holding a Public Store Account in accordance with Clause 30; iii. facilitating Authority audits of the GFA Register to ensure its accuracy at all times in accordance with clause 30.1.4; iv. providing a record of public store account holdings in accordance with Schedule 3. d. How the Tenderer will manage receipt, repair, replacement and disposal of the GFA in this Contract by: <ul style="list-style-type: none"> i. implementing a comprehensive and auditable procedure for managing all GFA in the GFA Register; ii. implementing an easy to use procedure for ensuring that new or replacement equipment is brought onto the GFA Register and into the scope of this Contract in an efficient manner to ensure no disruption or delay to training delivery; e. How the Tenderer will manage the ITAR requirements in this Contract by: <ul style="list-style-type: none"> i. confirming that all GFA subject to ITAR is clearly identified in the GFA Register; ii. working collaboratively with the Training Equipment Project Management Key Customer to identify any new equipment that may be subject to ITAR, and managing the requirements as required; 		x			
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	<p>iii. providing evidence that appropriate approvals are in place for the Tenderer to manage and handle GFA subject to ITAR from SCD;</p>					
	<p>3.3. The Tenderer's response provides an explanation of how it will conduct a check of the GFA (including Issued Property) in accordance with clause 29.3 against the GFA Register including:</p> <ul style="list-style-type: none"> a. How the Tenderer will manage any discrepancies in the GFA Register by: <ul style="list-style-type: none"> i. Conducting an audit of all equipment required to deliver Training Services in this Contract against the GFA Register provided by the Authority. ii. ensuring that all maintenance details are correct; iii. confirming the serviceability of all GFA in this Contract prior to delivery of the Training Services at SCD; iv. confirming all support required to deliver training on the GFA, (e.g. role players, safety numbers etc); vi. working collaboratively with the Authority to agree the GFA Register; b. How the Tenderer will manage the GFA Register thereafter by periodically Auditing the GFA Register; c. How the Tenderer will account for the GFA using the Public Store Account in accordance with clause 30 by: <ul style="list-style-type: none"> i. Reconciling the Public Store Account annually in accordance with clause 30.1.2; ii. ensuring that the GFA Register meets all necessary requirements of holding a Public Store Account in accordance with Clause 30; iii. facilitating Authority audits of the GFA Register in accordance with clause 30.1.4; iv. providing a record of public store account holdings in accordance with Schedule 3. d. How the Tenderer will manage receipt, repair, replacement and disposal of the GFA in this Contract by implementing a comprehensive and auditable procedure for managing all GFA in the GFA Register; e. How the Tenderer will manage the ITAR requirements in this Contract by: <ul style="list-style-type: none"> i. confirming that all GFA subject to ITAR is Clearly identified in the GFA Register; ii. confirming any new equipment that may be subject to ITAR; ii. providing evidence that appropriate approvals are in place for the Tenderer to manage and handle GFA subject to ITAR from SCD; 			x		
	<p>3.4. The Tenderer's response provides an explanation of how it will conduct a check of the GFA (including Issued Property) in accordance with clause 29.3 against the GFA Register including:</p> <ul style="list-style-type: none"> a. How the Tenderer will manage any discrepancies in the GFA Register by confirming the serviceability of all GFA in this Contract prior to delivery of the Training Services at SCD; b. How the Tenderer will manage the GFA Register thereafter; c. How the Tenderer will account for the GFA using the Public Store Account in accordance with clause 30; d. How the Tenderer will manage receipt, repair, replacement and disposal of the GFA in this Contract; e. How the Tenderer will manage the ITAR requirements in this Contract by providing evidence that appropriate approvals are in place for the Tenderer to manage and handle GFA subject to ITAR from SCD; 				x	

	<ul style="list-style-type: none"> ii. carrying out all maintenance activities at the levels defined in Annex K to Schedule 2 and the GFA Register; iii. identifying and maintaining all GFA networks; iv. fully integrating with the Training Optimisation Service in Annex G to Schedule 2; v. ensuring the efficient delivery of all maintenance by using instructor maintainers where applicable; <p>b. manage short notice unavailability of GFA by:</p> <ul style="list-style-type: none"> v. holding a small stock of consumables in order to replace items to reduce equipment non-availability time; vi. fully integrating with the Training Planning Service at Annex C to Schedule 2 to manage short notice unavailability of equipment; <p>c. manage and maintain GFA across contract boundaries by:</p> <ul style="list-style-type: none"> v. scrutinising all equipment documents to identify the support contracts that deliver maintenance on the GFA; vi. working collaboratively with the Training Equipment Project Management Key Customer to monitor and manage all fault rectification and maintenance across the contract boundaries; vii. conducting fault diagnosis on all reports of unserviceability, carrying out the necessary actions to repair or manage the repair thereafter; 					
	<p>5.3. manage and maintain the CSS equipment in accordance with Appendix 2 to Annex D of Schedule 2;</p>					
	<p>5.4. The Tenderer's Training Services Management Plan for part 7 of Schedule 14 details how the Tenderer will:</p> <p>a. manage and maintain the GFA in accordance with Appendix 1 to Annex D by:</p> <ul style="list-style-type: none"> i. providing out of ours support to equipment availability; ii. carrying out all maintenance activities at the levels defined in Annex K to Schedule 2 and the GFA Register; iii. ensuring the efficient delivery of all maintenance by using instructor maintainers where applicable; <p>b. manage short notice unavailability of GFA by integrating with the Training Planning Service at Annex C to Schedule 2;</p> <p>c. manage and maintain GFA across contract boundaries by:</p> <ul style="list-style-type: none"> i. working collaboratively with the Training Equipment Project Management Key Customer to monitor and manage all fault rectification and maintenance across the contract boundaries; ii. conducting fault diagnosis on all reports of unserviceability, carrying out the necessary actions to repair or manage the repair thereafter; 			x		
	<p>5.5. manage and maintain the CSS equipment in accordance with Appendix 2 to Annex D of Schedule 2;</p>					
	<p>5.6. The Tenderer's Training Services Management Plan for part 7 of Schedule 14 details how the Tenderer will:</p> <p>a. manage and maintain the GFA in accordance with Appendix 1 to Annex D;</p> <p>b. manage short notice unavailability of GFA by integrating with the Training Planning Service at Annex C to Schedule 2;</p> <p>c. manage and maintain GFA across contract boundaries;</p> <p>d. manage and maintain the CSS equipment in accordance with Appendix 2 to Annex D of Schedule 2;</p>				x	
	<p>5.7. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x
6.	<p>6.1. The Tenderer's Training Services Management Plan for part 7 of Schedule 14 details how the Tenderer will deliver the Training Equipment Project Management Service in accordance with Appendix 3 to Annex D by:</p> <p>a. providing SME knowledge and advice on all GFA in this Contract;</p>	x				

	<ul style="list-style-type: none"> b. providing SME knowledge and advice on Through Life Capability Management of the GFA; c. working collaboratively with the Authority to conduct horizon scanning so that new equipment and equipment upgrades can be suitably planned and included in the Training Programme produced at Annex C to Schedule 2; d. providing a dedicated team of personnel to act as interface between the Establishment and the DE&S to ensure appropriate management and maintenance of GFA; e. proactively providing fully support, management and maintenance of non-DE&S provided equipment; f. fully integrating with the Training Optimisation Service at Annex G to Schedule 2 to ensure that all GFA is appropriate and meets the needs of optimized training; updating and replacing with the Authority where required; g. providing a dedicated team of experienced installation and commissioning personnel to manage all projects for the installation and commissioning of all GFA in this Contract; h. providing management information, fully compliant with the requirements of Annex E to Schedule 2, on all equipment usage; i. providing accurate, full and comprehensive management information on the cost of running and using the GFA across this Contract; making recommendations to the Authority on efficiencies and savings measures where appropriate; j. working collaboratively with the Authority to scrutinise all requests for additional or new GFA, making recommendations to the Authority as applicable; k. fully integrating with the Training Design and Upkeep Service at Annex C to Schedule 2 to ensure all training design solutions are compatible with the efficient procurement, management and maintenance of GFA in this Contract; l. providing an accurate and comprehensive forecast of expenditure on GFA up to 25 years ahead in accordance with Appendix 3 to Annex D of Schedule 2; 					
	<p>6.2. The Tenderer's Training Services Management Plan for part 7 of Schedule 14 details how the Tenderer will deliver the Training Equipment Project Management Service in accordance with Appendix 3 to Annex D by:</p> <ul style="list-style-type: none"> a. providing SME knowledge and advice on Through Life Capability Management of the GFA; b. identifying new equipment and equipment upgrades for inclusion in the Training Programme produced at Annex C to Schedule 2; c. providing fully support, management and maintenance of non-DE&S provided equipment; d. fully integrating with the Training Optimisation Service at Annex G to Schedule 2; e. providing personnel to manage all projects for the installation and commissioning of all GFA in this Contract; f. providing management information, fully compliant with the requirements of Annex E to Schedule 2, on all equipment usage; g. providing accurate, full and comprehensive management information on the cost of running and using the GFA across this Contract; h. fully integrating with the Training Design and Upkeep Service at Annex C to Schedule 2 to ensure all training design solutions are compatible with the efficient procurement, management and maintenance of GFA in this Contract; i. providing a forecast of expenditure on GFA up to 25 years ahead in accordance with Appendix 3 to Annex D of Schedule 2; 		x			
	<p>6.3. The Tenderer's Training Services Management Plan for part 7 of Schedule 14 details how the Tenderer will deliver the Training Equipment Project Management Service in accordance with Appendix 3 to Annex D by:</p> <ul style="list-style-type: none"> a. providing advice on Through Life Capability Management of the GFA; 			x		

	<ul style="list-style-type: none"> b. providing management and maintenance of non-DE&S provided equipment; c. managing projects for the installation and commissioning of all GFA in this Contract; d. providing management information, fully compliant with the requirements of Annex E to Schedule 2, on all equipment usage; e. providing a forecast of expenditure on GFA up to 25 years ahead in accordance with Appendix 3 to Annex D of Schedule 2; 					
	<p>6.4. The Tenderer's Training Services Management Plan for part 7 of Schedule 14 details how the Tenderer will deliver the Training Equipment Project Management Service in accordance with Appendix 3 to Annex D by:</p> <ul style="list-style-type: none"> a. managing projects for the installation and commissioning of all GFA in this Contract; b. providing a forecast of expenditure on GFA up to 25 years ahead in accordance with Appendix 3 to Annex D of Schedule 2; 				x	
	<p>6.5. In the Authority's opinion, the conditions under which the scores above will be awarded have not been met.</p>					x

RoR: 16

Business Information Service

Aim

1. To select a solution that will deliver business information in this Contract.

Background

2. This RoR covers the requirement of the Tenderer to deliver a Business Information Service. The Tenderer must ensure their Business Information Service is fit for purpose and professional.

3. The requirement for this area is defined in:

- 3.1. Schedule 2 (Statement of Requirements)
- 3.2. Schedule 3 (Governance and Contract Management)
- 3.3. Schedule 4 (Change and Change Management)
- 3.4. Schedule 12 (Performance Mechanism)
- 3.5. Schedule 13 (Authority Audit)

Responses Required:

4. The Tenderer will provide details of its Key Personnel for Schedule 11 including:

4.1.1. how the Key Personnel will be employed in delivering and managing the Business Information Service;

4.1.2. the SQEP details of its Key Personnel; and

4.1.3. a description of how the Key Personnel fit into the organogram provided in Schedule 11.

5. The Tenderer will provide a Training Services Management Plan for part 8 of Schedule 14 detailing how the Tenderer will deliver a Business Information Service including:

5.1. Parliamentary Questions and Requests for Information:

5.1.1. How the Tenderer will action all Parliamentary Questions and Requests for Information to meet the deadlines of the requests;

5.2. Training Documentation

5.2.1. How the Tenderer will deliver full and accurate details of the standards of all Training Document Systems in this Contract;

5.3. Training Delivery and Programming:

5.3.1. How the Tenderer will provide data recording all aspects of training delivery;

5.3.2. How the Tenderer will provide an electronic system for the Authority to access all necessary information relating to the planning and programming of training delivery in this Contract;

5.4. Training Resource:

5.4.1. How the Tenderer deliver accurate details of resource usage in the delivery of the Training Services in this Contract;

5.5. Business and Performance Management:

5.5.1. How the Tenderer will deliver the governance and performance management information required in accordance with Schedules 3, 12 and 13 including:

5.5.1.1. The provision of governance reports;

5.5.1.2. The provision of all documents relating to governance boards and meetings;

5.5.1.3. The provision of management information for all boards and meetings;

5.5.1.4. The provision of statistical data to meet the requirements of the governance boards and meetings;

Guidance for Evaluators

Scoring Guidance		Very High Confidence	High Confidence	Good Confidence	Acceptable	Unacceptable
1.	<p>MANDATORY STATEMENTS</p> <ol style="list-style-type: none"> 1. The Tenderer's solution will deliver continued compliance with all standards and constraints. 2. The Tenderer's solution identifies Key Personnel to deliver the Business Information Service requirement for Schedule 11 (Key Personnel). 3. The Tenderer's solution identifies a process that can be logically followed for Audit purposes (Schedule 13 Authority Audit) and identifies appropriate PIs and KPIs to measure the delivery (Schedule 12 Performance Mechanism). 	In the Authority's opinion all of the statements on the left are true.				x
2.	<p>2.1. The Tenderer's list of Key Personnel in Schedule 11 delivering the Business Information Service details how the Tenderer will:</p> <ol style="list-style-type: none"> 2.1.1. Provide substantial management oversight of the Business Information Service to ensure that the strategic objectives of FOST and the Naval Service are supported by business information management information; 2.1.2. Provide a collaborative working approach to business information in this Contract and the wider Naval Service; 2.1.3. Provide subject matter expertise advise to the Authority on the use of management information in this Contract and the wider Naval Service by ensuring that personnel employed to manage the Business Information Service: <ol style="list-style-type: none"> 2.2.3.1. have a proven track record of substantial and current experience in delivering business information initiatives in a variety of training delivery and education environments; 2.2.3.2. have a proven track record of managing a team of high quality and dynamic personnel to deliver a continuously adapting requirement; 2.2.3.3. have a proven track record of providing innovative solutions to problems; 2.2.3.4. have proven excellence in forming and managing relationships in order to deliver an output; 2.2.4 Provide subject matter expertise to the Authority for the delivery of the Business Information Service in this Contract and the wider Naval Service by ensuring that personnel delivering the service: <ol style="list-style-type: none"> 2.1.4.1 have a proven track record of substantial and current experience in identifying qualitative and quantitative data sources and requirements; 2.1.4.2 have a proven track record of substantial and current experience in complex analysis of data from a large variety of sources; 2.1.4.3 have a proven track record of providing innovative solutions to problems; 2.1.4.4 have proven current experience of working within the education sector; 2.1.4.5 have a proven ability to build relationships and work collaboratively with a variety of personnel 	x				

	<p>to deliver the output; 2.1.4.6 have a proven track record of substantial and current experience in managing business and management information in a variety of training delivery an education environments; 2.1.4.7 have a proven track record of identifying and understanding the management of systems in complex environments.</p>					
	<p>2.2. The Tenderer's list of Key Personnel in Schedule 11 delivering the Business Information Service details how the Tenderer will:</p> <p>2.1.4. Provide management oversight of the Business Information Service to ensure that the strategic objectives of FOST are supported by business information management information;</p> <p>2.1.5. Provide a collaborative working approach to business information in this Contract;</p> <p>2.1.6. Provide subject matter expertise advise to the Authority on the use of management information in this Contract by ensuring that personnel employed to manage the Business Information Service:</p> <p>2.2.3.5. have a proven track record of experience in delivering business information initiatives in a variety of training delivery environments;</p> <p>2.2.3.6. have a proven track record of managing a team of personnel to deliver a continuously adapting requirement;</p> <p>2.2.3.7. have experience of providing innovative solutions to problems;</p> <p>2.2.3.8. have proven experience in forming and managing relationships in order to deliver an output;</p> <p>2.1.7. Provide subject matter expertise to the Authority for the delivery of the Business Information Service in this Contract and the wider Naval Service by ensuring that personnel delivering the service:</p> <p>2.2.4.1. have a proven track record of experience in identifying qualitative and quantitative data sources and requirements;</p> <p>2.2.4.2. have a proven track record of experience in complex analysis of data from a variety of sources;</p> <p>2.2.4.3. have experience of providing innovative solutions to problems;</p> <p>2.2.4.4. have experience of building relationships and working collaboratively with a variety of personnel to deliver the output;</p> <p>2.2.4.5. have a proven track record of experience in managing business and management information in a variety of training delivery environments;</p>		x			
	<p>2.3. The Tenderer's list of Key Personnel in Schedule 11 delivering the Business Information Service details how the Tenderer will:</p> <p>2.3.1. Provide management oversight of the Business Information Service to ensure that the strategic objectives of FOST are supported by business information management information;</p> <p>2.3.2. Provide a collaborative working approach to business information in this Contract;</p> <p>2.3.3. Provide subject matter expertise advise to the Authority on the use of management information in this Contract by ensuring that personnel employed to manage the Business Information Service:</p> <p>2.3.3.1. have experience in delivering business information initiatives in a training delivery environment;</p> <p>2.3.3.2. have experience of managing a team of personnel to deliver a requirement;</p> <p>2.3.4. Provide subject matter expertise to the Authority for the delivery of the Business Information Service in this Contract and the wider Naval Service by ensuring that personnel delivering the service:</p> <p>2.3.4.1. have experience in identifying qualitative and quantitative data sources and requirements;</p>			x		

	<ul style="list-style-type: none"> 3.2.1.2 Protection Act Subject enquiries, MoD Legal and Welfare Authorities queries; implementing and managing a process for dealing with external information requests; 3.2.1.3 ensuring that all personnel delivering the Business Information Service can deliver against the timescales allocated to each request; 3.2.2 provide an information request service by: <ul style="list-style-type: none"> 3.2.2.1 ensuring that an electronic procedure is produced, implemented and maintained, for the Authority to submit their request for information; 3.2.2.2 ensuring that a process is in place that stipulates timelines for each request; 3.2.2.3 responding to ad hoc requests for information from training data within stated timelines; 3.2.2.4 responding to ad hoc subject related enquiries regarding individual educational and training achievements including HND, FD and FS results. 3.2.2.5 Fully integrating with the Training Optimisation Service at Annex G to Schedule 2 by providing training related data in support of any 'management of change' related initiatives; 					
	<ul style="list-style-type: none"> 3.3 The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will: <ul style="list-style-type: none"> 3.3.1 provide an information and analysis service by: <ul style="list-style-type: none"> 3.3.1.1 responding to requests from Parliamentary Questions, Freedom of Information Act Queries, Data Protection Act Subject enquiries, MoD Legal and Welfare Authorities queries; 3.3.1.2 implementing and managing a process for dealing with external information requests; 3.3.2 provide an information request service by: <ul style="list-style-type: none"> 3.3.2.1 ensuring that a procedure is produced, implemented and maintained, for the Authority to submit their request for information; 3.3.2.2 ensuring that a process is in place that stipulates timelines for each request; 3.3.2.3 responding to ad hoc subject related enquiries regarding individual educational and training achievements including HND, FD and FS results. 			x		
	<ul style="list-style-type: none"> 3.4 The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will: <ul style="list-style-type: none"> 3.3.1 provide an information and analysis service; 3.3.2 provide an information request service. 				x	
	<ul style="list-style-type: none"> 3.5 In the Authority's opinion the conditions under which the scores above will be awarded have not been met. 					x
4.	<ul style="list-style-type: none"> 4.1 provide a training documentation information and analysis service by: <ul style="list-style-type: none"> 4.1.1 proactively reporting status, version and review details of DSAT training documentation, chasing up outstanding activities as required; 4.1.2 proactively ensuring the accuracy of all data reported, by conducting random and regular spot checks on the quality of data, taking necessary immediate corrective action as required; 4.1.3 reporting details of proposed changes to existing documentation. 4.1.4 Conducting horizon scanning to proactively forecast reviews of training documentation, including working collaboratively with the Authority to identify any stakeholder resource (e.g. HRTSG) required; 	x				

	4.1.5	Working collaboratively with the Authority to manage documents out of date for review due to lack of Authority resource (e.g. HRTSG, TRA) and proactively managing a process to deliver the review at the earliest opportunity;					
	4.1.6	Fully integrating with the Training Design Service at Annex C to Schedule 2 to ensure that training document upkeep and management processes and activities are accurately reported;					
	4.2	provide a training documentation information and analysis service by:					
	4.2.1	reporting status, version and review details of DSAT training documentation, chasing up outstanding activities as required;					
	4.2.2	ensuring the accuracy of all data reported, by conducting random and regular spot checks on the quality of data;					
	4.2.3	forecasting reviews of training documentation, including working collaboratively with the Authority to identify any stakeholder resource (e.g. HRTSG) required;					
	4.2.4	Working collaboratively with the Authority to manage documents out of date for review due to lack of Authority resource (e.g. HRTSG, TRA);					
	4.2.5	Fully integrating with the Training Design Service at Annex C to Schedule 2;					
	4.3	provide a training documentation information and analysis service by:					
	4.3.1	reporting status, version and review details of DSAT training documentation, chasing up outstanding activities as required;					
	4.3.2	ensuring the accuracy of all data reported;					
	4.3.3	forecasting reviews of training documentation;					
	4.3.4	Working collaboratively with the Authority to manage documents out of date for review due to lack of Authority resource (e.g. HRTSG, TRA);					
	4.3.5	Fully integrating with the Training Design Service at Annex C to Schedule 2;					
	4.4	provide a training documentation information and analysis service by:					
	4.4.1	reporting status, version and review details of DSAT training documentation, chasing up outstanding activities as required;					
	4.4.2	ensuring the accuracy of all data reported;					
	4.4.3	forecasting reviews of training documentation;					
	4.4.4	reporting documents out of date for review;					
	4.5	In the Authority's opinion the conditions under which the scores above will be awarded have not been met.					x
5.	5.1	The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:					
	5.1.1	provide a training delivery information and analysis service by:					
	5.1.1.1	proactively identifying requirements for data to be collated; working collaboratively with the Authority to identify the format for publishing the data including dashboards, graphs, spread sheets etc.					
	5.1.1.2	proactively conducting full and comprehensive analysis of all data gathered to identify trends, issues, efficiencies and ensuring the accuracy of the results at all times;					
	5.1.1.3	proactively recording, analysing and managing instructor SQEP status on the Competence					

	<p>Management System, fully integrating with the Training Quality Assurance Service in Annex C to Schedule 2 as required;</p> <p>5.1.1.4 conducting proactive and comprehensive analysis of instructor loading and reporting the results in a format that can be used for Training Optimisation and FOST business management functions;</p> <p>5.1.1.5 proactively reporting all instructor gapping, integrating fully with the Training Planning Service in Annex C to Schedule 2 to manage gapping so that there is no detrimental effect to training delivery;</p> <p>5.1.1.6 working collaboratively with the Authority to conduct horizon scanning; proactively reporting any additional information necessary to meet future operational and legislative requirements;</p> <p>5.1.2 provide a trainee information and analysis service by:</p> <p>5.1.2.1 identifying, collating and reporting all obtainable trainee related data in order to provide the Authority with full and comprehensive details on trainee population in a push format;</p> <p>5.1.2.2 identifying, collating and reporting all data related to training delivery, and conducting full and comprehensive analysis across courses, branches and other trends in order to inform the Authority on all training related management information in a push format;</p> <p>5.1.2.3 proactively managing, monitoring and recording all trainee progress data against pipelines, branch career templates, course and module progress utilising TAFMIS (or other authorised system); working collaboratively with the Authority to integrate with the Coaching for Training Network in Annex F to Schedule 2 as required;</p> <p>5.1.2.4 continuously ensuring that JPA is up to date with full and comprehensive education results for all students in this Contract;</p> <p>5.1.3 provide an information and analysis service by:</p> <p>5.1.3.1 working collaboratively with the Authority to identify specific requirements for providing course programming information in each Establishment or training delivery group, ensuring that these are provided in an easily accessible format to all Authority and contract stakeholder personnel as required;</p> <p>5.1.3.2 providing full and comprehensive course programming details, including providing programmes out to the next Training Year with highlights against pinch points or notable events;</p> <p>5.1.3.3 proactively identifying all training delivery requirements including SQEP and specific delivery techniques reporting the data in an easy to access format;</p> <p>5.1.4 provide a training resource information and analysis service by:</p> <p>5.1.4.1 proactively identifying, collating, recording, analysing and reporting full details of all resource usage SOTT+.</p> <p>5.1.4.2 conducting a full and comprehensive analysis of all resource data against the Training Programme and making recommendations to the Authority on more efficient resource usage;</p> <p>5.1.4.3 fully integrating with the Training Optimisation Service in Annex G to Schedule 2 in order to identify areas of underutilisation or wastage that could be rationalised;</p> <p>5.1.4.4 fully integrating with the Training Optimisation Service in Annex G to Schedule 2 in order to ensure resource is available and managed efficiently to meet all future optimisation initiatives;</p>					
5.2	The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:		x			

	<p>5.2.1 provide a training delivery information and analysis service by:</p> <p>5.2.1.1 identifying requirements for data to be collated; working collaboratively with the Authority to identify the format for publishing the data;</p> <p>5.2.1.2 conducting full and comprehensive analysis of all data gathered to identify trends, issues, efficiencies and ensuring the accuracy of the results at all times;</p> <p>5.2.1.3 recording instructor SQEP status on the Competence Management System, fully integrating with the Training Quality Assurance Service in Annex C to Schedule 2 as required;</p> <p>5.2.1.4 conducting analysis of instructor loading and reporting the results in a format that can be used for Training Optimisation and FOST business management functions;</p> <p>5.2.1.5 reporting instructor gapping,;</p> <p>5.2.1.6 proactively reporting any additional information necessary to meet future operational and legislative requirements;</p> <p>5.2.2 provide a trainee information and analysis service by:</p> <p>5.2.2.1 identifying, collating and reporting all obtainable trainee related data in order to provide the Authority with details on trainee population in a push format;</p> <p>5.2.2.2 identifying, collating and reporting all data related to training delivery, and conducting analysis in order to inform the Authority on all training related management information in a push format;</p> <p>5.2.2.3 proactively recording all trainee progress data utilising TAFMIS (or other authorised system); working collaboratively with the Authority to integrate with the Coaching for Training Network in Annex F to Schedule 2 as required;</p> <p>5.2.2.4 ensuring that JPA is up to date with education results for all students in this Contract;</p> <p>5.2.3 provide an information and analysis service by:</p> <p>5.2.3.1 providing course programming information in each Establishment, ensuring that this is provided in an easily accessible format to all Authority personnel;</p> <p>5.2.3.2 providing course programming details, including providing programmes out to the next Training Year;</p> <p>5.2.3.3 identifying all training delivery requirements including SQEP and specific delivery techniques; reporting the data in an easy to access format;</p> <p>5.2.4 provide a training resource information and analysis service by:</p> <p>5.2.4.1 analysing and reporting full details of all resource usage SOTT+.</p> <p>5.2.4.2 conducting analysis of all resource data against the Training Programme and making recommendations to the Authority on more efficient resource usage;</p> <p>5.2.4.3 fully integrating with the Training Optimisation Service in Annex G to Schedule 2;</p>					
	<p>5.3 The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:</p> <p>5.3.1 provide a training delivery information and analysis service by:</p> <p>5.3.1.1 identifying requirements for data to be collated;</p> <p>5.3.1.2 conducting analysis of data gathered and ensuring the accuracy of the results at all times;</p> <p>5.3.1.3 recording instructor SQEP status on the Competence Management System;</p> <p>5.3.1.4 reporting data on instructor loading and instructor gapping,;</p>			x		

	<p>5.3.1.5 reporting any additional information necessary to meet future operational and legislative requirements;</p> <p>5.3.2 provide a trainee information and analysis service by:</p> <p>5.3.2.1 identifying, collating and reporting all obtainable trainee related data;</p> <p>5.3.2.2 identifying, collating and reporting all data related to training delivery;</p> <p>5.3.2.3 recording trainee progress data a utilising TAFMIS (or other authorised system);</p> <p>5.3.2.4 ensuring that JPA is up to date with maths and English results for all students in this Contract;</p> <p>5.3.3 provide an information and analysis service by:</p> <p>5.3.3.1 providing course programming information, ensuring that this is provided in an easily accessible format to all Authority personnel;</p> <p>5.3.3.2 providing course programming details;</p> <p>5.3.3.3 identifying and reporting SQEP and specific delivery techniques;</p> <p>5.3.4 provide a training resource information and analysis service by:</p> <p>5.3.4.1 analysing and reporting full details of all resource usage SOTT+.</p> <p>5.3.4.2 conducting analysis of all resource data against the Training Programme;</p> <p>5.3.4.3 fully integrating with the Training Optimisation Service in Annex G to Schedule 2;</p>					
	<p>5.4 The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:</p> <p>5.4.1 provide a training delivery information and analysis service;</p> <p>5.4.2 provide a trainee information and analysis service;</p> <p>5.4.3 provide an information and analysis service;</p> <p>5.4.4 provide a training resource information and analysis service.</p>					x
	<p>5.5 In the Authority's opinion the conditions under which the scores above will be awarded have not been met.</p>					x
6.	<p>6.1 The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:</p> <p>6.1.1 provide a performance data and statistical reporting, co-ordination and analysis service by:</p> <p>6.1.1.1 proactively identifying, collating and conducting full and comprehensive analysis of data for Authority reports and returns as required;</p> <p>6.1.1.2 conducting regular checks on accuracy of data for all reports that are produced regularly or periodically;</p> <p>6.1.1.3 working collaboratively with the Authority to identify and provide reports in the most appropriate format for the way in which the data will be used;</p> <p>6.1.1.4 fully integrating with the requirements of reporting in Schedule 3 and Schedule 4; making recommendations to the Authority on type of data and type of presentation of the reports;</p> <p>6.1.1.5 fully integrating with the requirements of reporting in Schedule 12 and Schedule 13, making recommendations to the Authority on type of data and type of presentation of the reports;</p> <p>6.1.1.6 fully integrating with the Training Optimisation Service in Annex G to Schedule 2 to identify areas of efficiencies or optimisation for the Training Optimisation Programme;</p> <p>6.1.1.7 providing support to meetings / seminars / MoD committees for the dissemination of current training</p>	x				

	<p>practices and processes as a training SME;</p> <p>6.1.2 provide management and financial information by:</p> <p>6.1.2.1 conducting full and comprehensive analysis of all financial and budget information in order to inform the Annual Budget Cycle (ABC) measures and any other financial requirements of the Authority;</p> <p>6.1.2.2 working collaboratively with the Authority to identify all reporting requirements for financial information in this Contract and providing SME advise on financial data analysis for other areas of FOST and the Wider Naval Service;</p> <p>6.1.3 provide a contract governance data and reporting service by:</p> <p>6.1.3.1 proactively identifying, collating, conducting full and comprehensive analysis and reporting all data required for the governance reports in accordance with Schedule 3;</p> <p>6.1.3.2 Working collaboratively with the Authority to identify the most appropriate formats for the reports, continuously confirming if they remain fit for purpose or amending as required;</p> <p>6.1.3.3 Conducting a full and comprehensive audit of all data to ensure accuracy at all times;</p> <p>6.1.3.4 Identifying all reports that are recurring and providing a push service for management information in these reports;</p> <p>6.1.3.5 Working collaboratively with the Authority to conduct horizon scanning of new or emerging requirements for management information, and collating, analysing this data ready for use;</p> <p>6.1.3.6 Providing the Authority with all necessary data and SME assistance in the completion of all Holding to Account reports as required;</p> <p>6.1.3.7 Producing, implementing and managing a full and comprehensive procedure for storing and archiving data in a fully auditable method;</p> <p>6.1.3.8 Providing the Authority with quick and easy search and referencing facilities to all archived data as required;</p>					
	<p>6.2 The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:</p> <p>6.2.1 provide a performance data and statistical reporting, co-ordination and analysis service by:</p> <p>6.2.1.1 identifying, collating and conducting full and comprehensive analysis of data for Authority reports and returns;</p> <p>6.2.1.2 conducting checks on accuracy of data for reports that are produced periodically;</p> <p>6.2.1.3 integrating with the requirements of reporting in Schedule 3 and Schedule 4; making recommendations to the Authority on type of presentation of the reports;</p> <p>6.2.1.4 integrating with the requirements of reporting in Schedule 12 and Schedule 13, making recommendations to the Authority on type of presentation of the reports;</p> <p>6.2.1.5 integrating with the Training Optimisation Service in Annex G to Schedule 2 to identify areas of efficiencies;</p> <p>6.2.1.6 providing support to meetings / seminars / MoD committees for the dissemination of current training practices and processes;</p> <p>6.2.2 provide management and financial information by:</p> <p>6.2.2.1 conducting analysis of all financial and budget information in order to inform the Annual Budget Cycle (ABC) measures and any other financial requirements of the Authority;</p>		x			

	<p>6.2.2.2 working collaboratively with the Authority to identify all reporting requirements for financial information in this Contract and providing SME advise on financial data analysis for other areas of FOST;</p> <p>6.2.3 provide a contract governance data and reporting service by:</p> <p>6.2.3.1 identifying, collating, conducting analysis and reporting all data required for the governance reports in accordance with Schedule 3;</p> <p>6.2.3.2 working collaboratively with the Authority to identify the most appropriate formats for the reports;</p> <p>6.2.3.3 conducting audits of all data to ensure accuracy at all times;</p> <p>6.2.3.4 providing the Authority with all necessary data in the completion of all Holding to Account reports as required;</p> <p>6.2.3.5 producing, implementing and managing a procedure for storing and archiving data in a fully auditable method;</p>					
6.3	<p>The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:</p> <p>6.3.1 provide a performance data and statistical reporting, co-ordination and analysis service by:</p> <p>6.3.1.1 identifying, collating and conducting analysis of data for Authority reports and returns;</p> <p>6.3.1.2 conducting checks on accuracy of data for reports that are produced periodically;</p> <p>6.3.1.3 integrating with the requirements of reporting in Schedule 3, Schedule 4, Schedule 12 and Schedule 13;</p> <p>6.3.1.4 integrating with the Training Optimisation Service in Annex G to Schedule 2;</p> <p>6.3.1.5 providing support to meetings / seminars / MoD committees;</p> <p>6.3.2 provide management and financial information by conducting analysis of financial and budget information;</p> <p>6.3.3 provide a contract governance data and reporting service by:</p> <p>6.3.3.1 identifying, collating, conducting analysis and reporting all data required for the governance reports in accordance with Schedule 3;</p> <p>6.3.3.2 producing, implementing and managing a procedure for storing and archiving data in a fully auditable method;</p>			x		
6.4	<p>The Tenderer's Training Services Management Plan details how the Tenderer will deliver a Business Information Service including how the Tenderer will:</p> <p>6.4.1 provide a performance data and statistical reporting, co-ordination and analysis service;</p> <p>6.4.2 provide management and financial information;</p> <p>6.4.3 provide a contract governance data and reporting service.</p>				x	
6.5	In the Authority's opinion the conditions under which the scores above will be awarded have not been met.					x

RoR: 17

Education Services

Aim

1. To select a solution that will deliver education services in this Contract.

Background

2. This RoR covers the requirement of the Tenderer to deliver Education Services. The Tenderer must ensure their Education Services are fit for purpose, are professional and recognise the values and standards of the Authority.
3. The requirement for this area is defined in:
 - 3.1. Schedule 2 (Statement of Requirements)
 - 3.2. Schedule 13 (Authority Audit)
 - 3.3. Schedule 12 (Performance Mechanism)

Responses Required:

4. The Tenderer will provide a Training Services Management Plan for part 9 of Schedule 14 detailing how the Tenderer will deliver Education Services including:

- 4.1. Education Lifelong Learning and Resettlement (EL3R):

- 4.1.1. How the Tenderer will deliver fully managed Learning and Development Centres in BRNC, HMS Raleigh, HMS Collingwood and CTCRM in accordance with Appendix 1 to Annex F of Schedule 2;

- 4.1.2. How the Tenderer will provide the services detailed in Appendix 1 to Annex F of Schedule 2 within the Authority managed Learning and Development Centres;

- 4.2. Naval Service Apprenticeship Programme (NSAP)

- 4.2.1. How the Tenderer will provide a fully managed NSAP service in accordance with Appendix 2 to Annex F of Schedule 2 including:

- 4.2.1.1. How the Tenderer will deliver the NSAP schemes;

- 4.2.1.2. How the Tenderer will deliver Occupational NVQ/QCF awards;

- 4.2.1.3. How the Tenderer will provide OFSTED support and preparation;

- 4.2.1.4. How the Tenderer will provide peripatetic assessor and verifier services; and

- 4.2.1.5. How the Tenderer will provide IS management support in HMS Raleigh and HMS Collingwood;

- 4.3. Accreditation:

- 4.3.1. How the Tenderer will provide an accreditation facilitation service in accordance with Appendix 3 to Annex F of Schedule 2;

5. The Tenderer will provide details of its Key Personnel for Schedule 11 including:
 - 5.1.1. how the Key Personnel will be employed in delivering and managing the Education Services;
 - 5.1.2. the SQEP details of its Key Personnel; and
 - 5.1.3. a description of how the Key Personnel fit into the organogram provided in Schedule 11.

Guidance for Evaluators

Scoring Guidance		Very High Confidence	High Confidence	Good Confidence	Acceptable	Unacceptable
1.	<p>MANDATORY STATEMENTS</p> <p>1. The Tenderer's solution will deliver continued compliance with all standards and constraints.</p> <p>2. The Tenderer's solution identifies Key Personnel to deliver the Education Services requirement for Schedule 11 (Key Personnel).</p> <p>3. The Tenderer's solution identifies a process that can be logically followed for Audit purposes (Schedule 13 Authority Audit).</p>	In the Authority's opinion all of the statements on the left are true.				
2.	<p>2.1 The Tenderer's Training Services Management Plan details how the Tenderer will deliver EL3R including how the Tenderer will:</p> <p>2.2 support the output; including, but not limited to</p> <p>2.2.1 administration support to the NETS Learning and Development Centres (LDCs)</p> <p>2.2.2 SME Support to the LDCs</p> <p>2.2.3 quality assurance of the LDC output</p> <p>2.2.4 financial oversight of the NETS accounts</p> <p>2.2.5 an assurance service for all Functional Skills (FS) Speaking and Listening (S&L) Assessments.</p> <p>2.2.6 a University Short Course management service</p> <p>2.3 provide L&D Advice and Guidance;</p> <p>2.3.1 providing Learning and Development Advisors (LDAs) to all NETS LDCs</p> <p>2.3.2 ensuring the full range of LDA outputs are delivered</p> <p>2.3.3 providing an SpLD service for learners</p> <p>2.4 provide Maths and English Training Delivery and Support;</p> <p>2.4.1 acting as an approved examination centre</p> <p>2.4.2 invigilating examinations</p> <p>2.4.3 delivering Education for Promotion</p> <p>2.4.4 delivering Functional Skills tuition (English and Maths)</p> <p>2.4.5 delivering IGCSE English and maths</p> <p>2.4.6 co-ordinating the return of exam papers and notifying candidates</p> <p>2.4.7 providing continued support to learners</p> <p>2.4.8 providing an SpLD referral service</p> <p>2.5 support E-Learning;</p>	x				

<ul style="list-style-type: none"> 2.5.1 providing access to E-Learning facilities as required to meet the needs of trainees and staff 2.5.2 providing E-learning advice and support to all learners, including options for funding 2.5.3 providing tuition, testing and invigilation for E-Learning courses 2.5.4 providing access to ECDL learning and assessment 2.5.5 acting as the point of contact for E-learning queries 2.5.6 providing internet and intranet facilities for learners (as provided by the relevant Navy Command IS contract) 2.5.7 providing user advice for learners accessing the DLE 2.5.8 acting as SME for all e-learning opportunities internal and external to the MOD 2.5.9 maintaining currency on e-learning information, sharing this across NETS 2.5.10 administrating and Invigilating 2.6 provide Library Services. <ul style="list-style-type: none"> 2.6.1 providing a library & information service 2.6.2 providing a Recreational Library service 					
<ul style="list-style-type: none"> 2.7 The Tenderer's Training Services Management Plan details how the Tenderer will deliver EL3R including how the Tenderer will: 2.8 support the output; including, but not limited to <ul style="list-style-type: none"> 2.8.1 quality assurance of the LDC output 2.8.2 financial oversight of the NETS accounts 2.9 provide L&D Advice and Guidance; <ul style="list-style-type: none"> 2.9.1 ensuring the full range of LDA outputs are delivered 2.10 provide Maths and English Training Delivery and Support; <ul style="list-style-type: none"> 2.10.1 acting as an approved examination centre 2.10.2 delivering Functional Skills tuition (English and Maths) 2.10.3 delivering IGCSE English and maths 2.11 support E-Learning; <ul style="list-style-type: none"> 2.11.1 providing access to E-Learning facilities as required to meet the needs of trainees and staff 2.11.2 providing E-learning advice and support to all learners, including options for funding 2.11.3 providing tuition, testing and invigilation for E-Learning courses. 2.11.4 administrating and Invigilating 2.12 provide Library Services. 		x			
<ul style="list-style-type: none"> 2.13 The Tenderer's Training Services Management Plan details how the Tenderer will deliver EL3R including how the Tenderer will: 2.14 support the output; 2.15 provide L&D Advice and Guidance; 2.16 provide Maths and English Training Delivery and Support; 2.17 support E-Learning; 2.18 provide Library Services. 			x		
<ul style="list-style-type: none"> 2.19 The Tenderer's Training Services Management Plan will deliver EL3R. 				x	

	<p>3.11.1 providing a management service of the NSAP programme</p> <p>3.11.2 providing a Data Protection management service</p> <p>3.12 provide OFSTED support and preparation;</p> <p>3.12.1 providing a quality assurance and continuous improvement service to meet the requirements of an OFSTED inspection</p> <p>3.12.2 providing a Public Relations service, in conjunction with the SFA run workshops, to promote the Apprenticeship Scheme delivered by the RN</p> <p>3.12.3 providing an overarching SFA/Apprenticeship expenditure co-ordination and management support service</p> <p>3.12.4 acting as the point of contact for E-learning queries</p> <p>3.12.5 providing internet and intranet facilities for learners (as provided by the relevant Navy Command IS contract)</p> <p>3.12.6 administrating and Invigilating</p> <p>3.13 provide Peripatetic Assessor And Verifier;</p> <p>3.14 provide Information System Management;</p> <p>3.14.1 providing HMS Raleigh NSAP Information System Management support</p> <p>3.14.2 providing a foyer support service and out of hours IT system user advice in MWS central Apprenticeship (Ramsay) Building</p>					
	<p>3.15 The Tenderer's Training Services Management Plan details how the Tenderer will deliver the Naval Service Apprenticeship Programme (NSAP) including how the Tenderer will:</p> <p>3.16 deliver NSAP Schemes;</p> <p>3.17 deliver Occupational NVQ/QCF Awards at level 3 including, but not limited to;</p> <p>3.18 manage the NSAP;</p> <p>3.19 provide OFSTED support and preparation;</p> <p>3.20 provide Peripatetic Assessor And Verifier;</p> <p>3.21 provide HMS Raleigh NSAP Information System Management support;</p> <p>3.22 provide a foyer support service and out of hours IT system user advice in MWS central Apprenticeship (Ramsay) Building.</p>			x		
	<p>3.23 The Tenderer's Training Services Management Plan will deliver will deliver the Naval Service Apprenticeship Programme (NSAP).</p>				x	
	<p>3.24 In the Authority's opinion the conditions for the score above have not been met.</p>					x
4.	<p>4.1 The Tenderer's Training Services Management Plan details how the Tenderer will deliver an Accreditation And Facilitation Service including how the Tenderer will:</p> <p>4.2 provide an Accreditation Facilitation Service; including, but not limited to</p> <p>4.2.1 identifying and where endorsed by the authority, taking all necessary actions to establish accreditation opportunities for all new or amended courses</p> <p>4.2.2 identifying changes to qualifications by awarding bodies and the effect on existing and future accreditation</p> <p>4.2.3 conducting horizon scanning for new or amendments to existing accreditation opportunities, and where endorsed by the authority, take all necessary actions to incorporate these into existing courses</p> <p>4.2.4 establishing collaborative Partner Status with external awarding bodies as required</p>	x				

	<p>4.2.5 obtaining agreement with external awarding bodies on Recognition of Prior Learning (RPL)</p> <p>4.2.6 assessing students against standards required for route to accreditation</p> <p>4.3 provide an accreditation administration service; including but not limited to</p> <p>4.3.1 providing administration support for all students on route to accreditation</p> <p>4.3.2 providing accreditation management data to NC EL3 SO2 as required</p> <p>4.3.3 liaising with external awarding bodies on trainee throughput and standards.</p> <p>4.3.4 producing and updating an accreditation list to identify all accreditation routes currently being supported</p>					
	<p>4.4 The Tenderer's Training Services Management Plan details how the Tenderer will deliver an Accreditation And Facilitation Service including how the Tenderer will:</p> <p>4.5 provide an Accreditation Facilitation Service, including, but not limited to;</p> <p>4.5.1 identifying and taking all necessary actions to establish accreditation opportunities for all new or amended courses</p> <p>4.5.2 identifying changes to qualifications by awarding bodies and the effect on existing and future accreditation.</p> <p>4.5.3 establishing collaborative Partner Status with external awarding bodies as required</p> <p>4.5.4 obtaining agreement with external awarding bodies on Recognition of Prior Learning (RPL)</p> <p>4.5.5 assessing students against standards required for route to accreditation</p> <p>4.6 provide an accreditation administration service including but not limited to;;</p> <p>4.6.1 providing administration support for all students on route to accreditation</p> <p>4.6.2 providing accreditation management data to NC EL3 SO2 as required</p>		x			
	<p>4.7 The Tenderer's Training Services Management Plan details how the Tenderer will deliver an Accreditation And Facilitation Service including how the Tenderer will:</p> <p>4.8 provide an Accreditation Facilitation Service</p> <p>4.9 provide an accreditation administration service</p>			x		
	4.10 The Tenderer's Training Services Management Plan will deliver an Accreditation And Facilitation Service.				x	
	4.11 In the Authority's opinion the conditions for the score above have not been met.					x
5.	<p>5.1 The Tenderer's list of Key Personnel delivering Education Services in Schedule 11 details how the Tenderer will:</p> <p>5.2 provide substantial management oversight of Education Services to ensure that the strategic objectives of FOST and the Naval Service are supported by the Education Services activities;</p> <p>5.3 provide a collaborative working approach to Education Services in this Contract and the wider Naval Service;</p> <p>5.4 provide subject matter expertise advice to the Authority on the delivery of Education Services in this Contract and the wider Naval Service by ensuring that personnel employed to manage the Education Services:</p> <p>5.4.1 have a proven track record of substantial and current experience in managing Education Services in a variety of training delivery and education environments;</p> <p>5.4.2 have a proven track record of managing a team of high quality and dynamic personnel to deliver a continuously adapting requirement;</p> <p>5.4.3 have a proven track record of providing innovative solutions to problems;</p> <p>5.4.4 have proven excellence in forming and managing relationships in order to deliver an output;</p>		x			

	<p>5.5 provide subject matter expertise to the Authority for the delivery of Education Services in this Contract and the wider Naval Service by ensuring that personnel delivering the services:</p> <p>5.5.1 have a proven track record of substantial and current experience in delivering Education Services;</p> <p>5.5.2 have a proven ability to build relationships and work collaboratively with a variety of personnel to deliver the output;</p> <p>5.5.3 have a proven track record of actively conducting CPD to improve their skills, knowledge and techniques;</p> <p>5.5.4 have a proven track record of adapting their outputs and ways of working to deliver a continuously changing requirement.</p>					
	<p>5.6 The Tenderer's list of Key Personnel delivering Education Services in Schedule 11 details how the Tenderer will:</p> <p>5.7 provide management oversight of Education Services to ensure that the strategic objectives of FOST and the Naval Service are supported by the Education Services activities;</p> <p>5.8 provide a collaborative working approach to Education Services in this Contract and the wider Naval Service;</p> <p>5.9 provide subject matter expertise advice to the Authority on the delivery of Education Services in this Contract and the wider Naval Service by ensuring that personnel employed to manage the Education Services:</p> <p>5.9.1 have a proven track record of experience in managing Education Services in a variety of training delivery and education environments;</p> <p>5.9.2 have a proven track record of managing a team of personnel to deliver a continuously changing requirement;</p> <p>5.9.3 have experience in forming and managing relationships in order to deliver an output;</p> <p>5.9.4 provide subject matter expertise to the Authority for the delivery of Education Services in this Contract and the wider Naval Service by ensuring that personnel delivering the services:</p> <p>5.9.5 have experience in delivering Education Services;</p> <p>5.9.6 have experience in building relationships and working collaboratively with a variety of personnel to deliver the output;</p> <p>5.9.7 have experience of conducting CPD to improve their skills, knowledge and techniques;</p> <p>5.9.8 have experience of adapting their outputs and ways of working to deliver a continuously changing requirement.</p>		x			
	<p>5.10 The Tenderer's list of Key Personnel delivering Education Services in Schedule 11 details how the Tenderer will:</p> <p>5.10.1 provide management oversight of Education Services to ensure that the strategic objectives of FOST and the Naval Service are supported by the Education Services activities;</p> <p>5.10.2 provide a collaborative working approach to Education Services in this Contract;</p> <p>5.10.3 provide subject matter expertise advice to the Authority on the delivery of Education Services in this Contract and the wider Naval Service by ensuring that personnel employed to manage the Education Services:</p> <p>5.10.3.1 have experience in managing Education Services in a variety of training delivery and education environments;</p> <p>5.10.3.2 have experience in managing relationships in order to deliver an output;</p> <p>5.11 provide subject matter expertise to the Authority for the delivery of Education Services in this Contract and the wider Naval Service by ensuring that personnel delivering the services:</p> <p>5.11.1 have experience in delivering Education Services.</p>			x		

	<p>5.12 The Tenderer's list of Key Personnel delivering Education Services in Schedule 11 details how the Tenderer will:</p> <p>5.12.1 provide management oversight of Education Services;</p> <p>5.12.2 provide a collaborative working approach to Education Services in this Contract;</p> <p>5.12.3 provide subject matter expertise advice to the Authority on the delivery of Education Services in this Contract;</p> <p>5.12.4 provide subject matter expertise to the Authority for the delivery of Education Services in this Contract.</p>				x	

Appendix 3 to Section D to DEFFORM 47 – Financial Evaluation

Pricing Model

- D3.1. Referring to Appendix 2 of Annex B Schedule 2 Statement of Training Task + (SOTT+) Tenderers are to complete and submit their Pricing Models as follows:
- D3.1.1. Pricing Model (Excluding ex Authority Term Redundancy) – Enclosure 10
 - D3.1.2. Pricing Model (Including ex Authority Term Redundancy) – Enclosure 11
 - D3.1.2.1. The relevant information on the ex-Authority human resource is located at Enclosure 4 (TUPE data as at 31 March 2016). As the Pricing Model is output rather than manpower based the completed and submitted Enclosures 10 and 11 will be used to assess the Tenderer's proposed value placed on the ex-Authority Term Redundancy. This information will be used if the Tenderer is successful in progressing to the Negotiation phase.
 - D3.1.2.2. Pricing of Options are to be completed for FFTU (start date 01 February 2021) and contract extensions (as Fixed Price) from 01 April 2024 and 01 April 2027 respectively.
 - D3.1.2.3. As a result of the Negotiation phase and subsequent selection of successful Tenderer, the agreed Price and Pricing Model will be Annex A to Schedule 6 (Pricing Mechanism) of the POTS Contract.
- D3.2. The completed Pricing Models equates to all cells highlighted in yellow being input with financial data. If any yellow highlighted cells are not completed it will be deemed as a 'zero' value in the Tenderer's financial submission. If there is any discrepancy between the Pricing Model and the Tenderer's initial tender price indicated in the signed Offer Letter, the Authority will issue a clarification for resolution during the negotiation phase.

Appendix 4 to Section D to DEFFORM 47 – Combined Evaluation

- D4.1. The Tenders that are assessed as meeting the aforementioned Affordability thresholds, are Commercially compliant and have a minimum score of 'Acceptable' overall after the Technical evaluation the Relative Value for Money (RVfM) MEAT calculation will be applied as defined below.
- D4.2. The Cheapest Acceptable Tender (CAT) will be identified as the acceptable Tender with the lowest NPV cost.
- D4.3. The key aim of the POTS Contract is that it must provide at least the quality of service currently being provided which is considered the baseline level which provides adequate training delivery. This corresponds to an overall score of 'Satisfactory Confidence' (i.e. acceptable with a score of 0%). The maximum price the Authority is prepared to pay for this level of service is £291m (the anticipated cost of the contract over 10.25 years). An overall score of 'Very High Confidence' (i.e. acceptable with a score of 100%) would correspond to a Tender which convinces the Authority that it will achieve all of the improvements it is looking for in the POTS Contract. The maximum the Authority is prepared to pay for this is £330m (i.e. the advertised maximum price for this contract). Thus the Authority would be prepared to pay £39m (£330m - £291m) over and above the price of a Tender scoring 0% for one scoring 100%. Therefore, a Tender scoring 0% would have to be £39m lower in price than another scoring 100% in order to be considered to be of equal value to the better tender.

When this price range is distributed across the criteria according to the weights referred to in Appendix 2 to Section D the following values of the criteria are given (i.e. the amount the Authority would be willing to pay to go from a score of 0% to 100% on each criterion:

RoR Number	Criterion	Impact %	Cost (£k)
	Overall	100.00	39,000
10	Training Optimisation	11.71%	4,567
02	HR including TUPE	7.80%	3,042
08	Change Management	7.39%	2,882
11	Type B Training Delivery Support Service	7.39%	2,882
12	Type C Training Delivery Service	7.39%	2,882
19	Training Equipment Availability	7.39%	2,882
13	Training Design	6.98%	2,722
14	Sub Contract Management	6.98%	2,722
16	Training Planning Service	6.98%	2,722
01	Transition	6.16%	2,402
15	Training Quality Assurance Service	6.16%	2,402
03	Governance & Performance Management	4.93%	1,923
17	Training Facilitation	4.52%	1,763
20	Business Information Services	4.11%	1,603
21	Education Services	4.11%	1,603

- D4.4. The Authority has determined that it is willing to pay £390k for a 1% increase in Technical Score. When the scores and prices of acceptable tenders are plotted on a graph then any tenders that occur on a line drawn through the CAT with a gradient of 1%/£390k have equal value to the Authority as the CAT.

The Relative Value for Money (RVfM) Cost Rating for each tender is the difference between the Tender's price and the price of a Tender of the same score but with equal

value for money to the Authority as the CAT Any Tender with a positive RVfM Price Rating represents better value for money than the CAT. Any tender with a negative RVfM Price Rating represents poorer value for money than the CAT.

D4.5. RVfM rating is calculated as follows:

$$\text{Tender RVfM Price Rating} = (\text{Score difference} / \text{Equal RVfM gradient}) - \text{Price difference}$$

Where:

$$\text{Score difference} = \text{Tender score} - \text{CAT score}$$

$$\text{Cost difference} = \text{Tender price} - \text{CAT price}$$

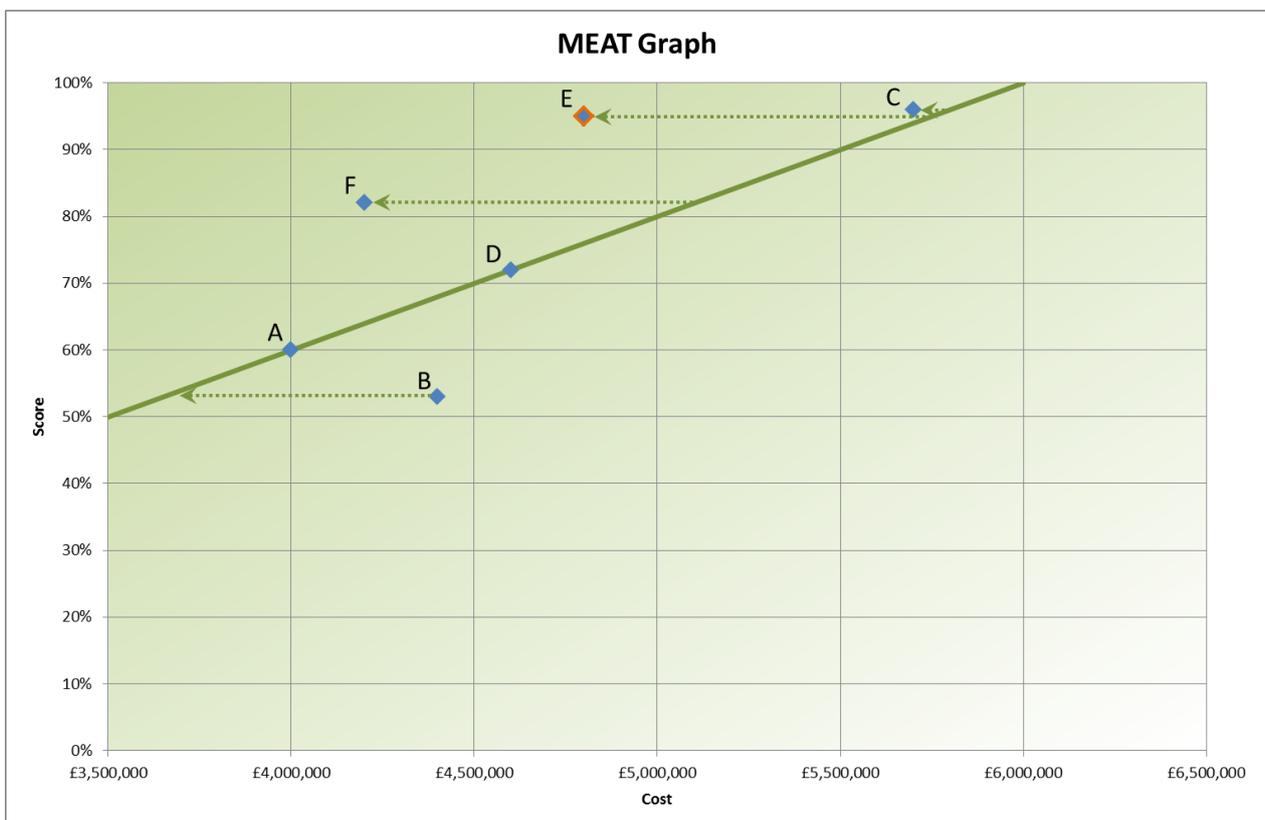
$$\text{Equal RVfM gradient} = 1\% / \text{£390k}$$

The Tender with the highest RVfM Price Rating is the preferred tender. In the event that two or more tenders have the same highest RVfM Price Rating then the Tender with the lowest price is the preferred Tender.

The following is an illustrative example of the RVfM calculation.

Please note that the values used in this example are arbitrary and must not be taken as an indication of expected functionality or price for the current procurement.

D4.6. The diagonal line on the graph represents the line of equality relative to the CAT. All points on this line represent the same Value for Money to the Authority as the CAT. The gradient of this line is defined by the Equal RVfM gradient of 1% for £50K. Tenders above this line have positive RVfM Cost Ratings and are better VfM than the CAT. Tenders below the line have negative RVfM Price Ratings and are poorer VfM than the CAT. The dashed horizontal lines on the graph represent the RVfM Cost Rating for each of the Tenders.



D4.7. The table below illustrates the RVfM calculation for the scenario illustrated in the graph above. E is the preferred Tender. The Tenders are ranked in the following order:

Tender	Cost	Price Difference	Technical Score	Score Difference	RVfM Price Rating	Ranking
E	£4,800,000	£800,000	95%	35%	£950,000	1
F	£4,200,000	£200,000	82%	22%	£900,000	2
C	£5,700,000	£1,700,000	96%	36%	£100,000	3
A	£4,000,000	£0	60%	0%	£0	4
D	£4,600,000	£600,000	72%	12%	£0	4
B	£4,400,000	£400,000	53%	-7%	-£750,000	6

Please note that the values used in this example are arbitrary and must not be taken as an indication of expected functionality or price for the current procurement.

Section A. Instructions on Submitting Tenders

Submission of your Tender

- A.1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide 1 priced hard copy, 1 priced CD and 1 unpriced CD in addition to the AWARD submission referred to in Part 1.

Part 1 –Submission to AWARD

- A.2. You must upload electronic copies of your Tender to the AWARD online evaluation system by the date and time stated in the covering letter to this DEFFORM 47.
- A.3. Full instructions on the use of AWARD are attached at Appendix 1 to Section E.

Part 2 – Submission to Tender Board

- A.4. Tenders must be received by the Tender Board by the date and time stated in the covering letter and Section B of this DEFFORM 47.
- A.5. You must include the original signed DEFFORM 47 Annex A (Offer) with the following:
- A.5.1. One (1) priced hard paper copy of the completed Tender
 - A.5.2. One (1) priced CD of the completed Tender
 - A.5.3. One (1) unpriced CD of the completed Tender

You must provide Tenderer certification that AWARD and CD versions are identical in all respects to the Hard Copy version of the tender.

- A.6. You must include electronic copies of the priced/unpriced Tender with associated paper copies only. You must label CDs containing electronic copies of the Tender with 'Includes Prices' and 'Unpriced'. The electronic copies of the Tenders must be compatible with Microsoft Office Windows 2010 and other MS Office 2010 applications. If you password protect or encrypt any information on CDs containing prices you must supply the password/use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- A.7. You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- A.8. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilograms.
- A.9. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- A.10. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned. Please note, that the deliverer of the Tender must provide a form of ID i.e. a current Passport or Drivers Licence in order to gain access to the HMNB military base.
- A.11. You must ensure you include all relevant information in your Tender. The Authority can

only evaluate information that you include in your Tender.

Samples

A.12. Samples are not required.

Clarification Questions

- A.13. Any questions about the procurement and/or this document should be submitted via AWARD for Technical, Commercial or Financial, up to 17:00 23 January 2017. The Authority will not respond to any Clarification Questions (CQs) received after this date and time.
- A.14. The Authority will respond to the Tenderer Clarification Questions by 17:00 25 January 2017 for CQs submitted by 17:00 23 January 2017.
- A.15. Each CQ must be submitted separately.
- A.16. All responses and communication received from Tenderers will be treated in confidence. However, where the Authority deems the question or CQ to be of material significance, it may communicate both the query and the response, in a suitably anonymous form, to all Tenderers who are included in this ITN. If you do not wish for your query or response to be disclosed to other Tenderers you must communicate this and the reason why to the Authority. The Authority will consider the request and may choose to discuss this with you whether it is appropriate to disclose the said question with the other Tenderers. In such cases you will be entitled to withdraw the said question. If the CQ is not withdrawn the response may be issued to all Tenderers in accordance with this E16.
- A.17. Clarification Questions shall only be submitted on the on-line AWARD. Telephone or e-mail correspondence will not be permitted.
- A.18. The Authority will not respond to any questions received after 17:00 23 January 2017 unless following written notice to the Tenderers of any extension. Tenderers are also advised not to rely on communications from the Authority in respect of this ITN unless they are made in accordance with these paragraphs E13-E18.
- A.19. The Authority reserves the right to request clarification from the Tenderer as to the location of the required evidence of compliance in their Tender. The Tenderer is to ensure they have sufficient resources in place to respond quickly to any clarification requested by the Authority in order to prevent undue delay in the evaluation process.

Appendix 1 to Section E to DEFFORM 47 – AWARD Submission Instructions

Introduction

E1.1. The Authority is using AWARD software for on-line electronic interaction for the Contract. AWARD will be used to:

E1.1.1. Allow Tenderers to download electronic copies of information provided by the Authority in relation to this procurement;

E1.1.2. Allow Tenderers to raise and respond to Requests and Clarifications;

E1.1.3. Provide a portal for formal submission of Tenders;

Tenderers are to note that in addition to guidance in the Data Pack there will be a presentation slot in the Tenderer's Conference on use of AWARD. Tenderers are therefore requested to hold back any questions until the Tenderer's Conference.

Getting Started

E1.2. Each Tenderer organisation will receive an individual login to the AWARD system. The login details will be forwarded from AWARD via e-mail.

E1.3. AWARD is an intuitive Internet based system and contains on-line guidance.

E1.4. AWARD will be used to manage distribution of the ITN, supporting documents, and collection of ITN material.

E1.5. In order to access the system a user will need to state that they have read the Terms and Conditions and that they accept them.

E1.6. A technical guide from the OEM (Commerce Decisions) entitled *AWARD 6 Tender Upload Supplier's Guide* provides instructions to Tenderers on the use of AWARD. This is supplied in the Data Pack.

Tender Clarification Questions

E1.7. If a Tenderer wishes to raise a clarification on supplied information then a Tenderer Clarification should be raised. The Authority point of contact will be notified of your request. The person that raised the request will be alerted by AWARD when a response is available. Each Request should consist of a single topic.

E1.8. If the Authority wishes a Tenderer to clarify some provided information the Authority will raise a Clarification. The Tenderer will be Alerted by AWARD and respond accordingly.

Authority Notifications

E1.9. The Authority may wish to notify all Tenderers of some information as a result of a Tenderer request raised by one of the Tenderers. All Tenderers will be alerted by AWARD at the same time that a notification is available.

Authority Clarification Questions

- E1.10. If the Authority requires clarification from a Tenderer the Authority will raise an Authority Clarification Question. The Tenderer will be alerted by AWARD. The clarification will be available from the Authority Clarification Question item in the Submit Response menu.

Alerts

- E1.11. AWARD alerts users that they are required to perform some action as a result of Tenderer Requests, Notification or Clarification. Once dealt with the Alert may be safely deleted without affecting the originating item.

Criteria

- E1.12. The published evaluation criteria will be visible in AWARD to Tenderers and will state the evidence sought by the Authority in each case. Unless specific instruction to the contrary, a Tenderer may use as many files as necessary to substantiate their answer (Note: Authority will seek conciseness over quantity in most cases). A Tenderer may use as many files as necessary and presented in the specified manner.

Files

- E1.13. Tenderers should endeavour to ensure that individual files are no larger than the recommended size where possible. Larger files may take significant time to open over poorer connections and cause delays in evaluation. To facilitate the limit, images shall be compressed to a quality suitable for printing on A4 or A3 paper and viewing on a 1024x768 pixel screen. The Tenderer should not use images that add no value to the submission.

Technical

- E1.14. The AWARD system will be operating on an Internet hosted service supporting up to Official Sensitive information. Evaluators will be able to access the model anywhere that they can access the Internet but security of information and project guidelines should be followed.

Award Process Overview

- E1.15. Tenderers will be required to submit a response on-line using AWARD by the date and time stated in the covering letter to this DEFFORM 47 and also ensure that the one hard-copy is sent direct to the Authority as instructed.
- Background information will also be made available in AWARD. The evaluators will score the bids against the published criteria using the Tenderers written responses.
- The evaluators will be allocated to the evaluation of individual ROR questions using the criteria in AWARD. The project will assign a minimum of two people per criteria with a nominated lead evaluator on each. Evaluators will evaluate all bids for their given ROR questions.
- Evaluators review the evidence provided by Tenderers in response to the ROR questions. They will provide a score and rationale using the AWARD answer sheet.

Each lead evaluator will have visibility of both the assessment and the supporting rationale entered by the evaluators for each question to inform their Consensus judgement using AWARD. This can be done in isolation, but lead evaluators will discuss any anomalies in the assessments with the evaluators themselves – prior to recording the consensus assessment. This will deliver a balanced judgement on the awarded score and concise reasoning for that score. On completion of all consensus assessments a final moderation will be undertaken by the POTS Team Leader.

Tenderer clarifications from the Authority will be handled in AWARD. Internal Assessment Clarifications will also be handled in AWARD. Evaluators will be able to raise questions which may require feeding back to the Tenderer via the project Commercial Officers. AWARD provides the ability to monitor progress and ensure that the submission timescales are being kept to. This will enable the Project Team to manage the interaction process effectively and understand any obstacles should they arise.

Section B. Conditions of Tendering

- B.1. The issue of ITN Documentation is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance of that, is a matter solely for your commercial judgment. The Authority reserves the right to:
- B.1.1. seek clarification or additional documents in respect of a Tenderer's submission;
 - B.1.2. visit your site;
 - B.1.3. that does not submit a compliant Tender in accordance with the instructions in this ITN;
 - B.1.4. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
 - B.1.5. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
 - B.1.6. withdraw this ITN at any time, or to re-invite Tenders on the same or any alternative basis;
 - B.1.7. 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;
 - B.1.8. choose not to award any contract as a result of the current procurement process;
 - B.1.9. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
 - B.1.10. ask for an explanation of the costs or price proposed in the Tender where the tender appears to be abnormally low.
- B.2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.
- B.3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the contract are instituted, prior to entry into contract, it is a condition of this ITN that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

- B.4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
- B.5. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then 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

- B.6. 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

- B.7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision.
- B.8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:
 - B.8.1. manner of operation and management;
 - B.8.2. roles and responsibilities;
 - B.8.3. standards for integrity and fair dealing;
 - B.8.4. levels of access to and protection of competitor's sensitive information and Government Furnished Information;
 - B.8.5. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
 - B.8.6. the Authority's rights of audit; and
 - B.8.7. physical and managerial separation.

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

Government Furnished Assets

- B.9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it

in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for that GFA from the named Commercial Officer.

Standstill Period

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

Publicity Announcement

- B.11. 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.
- B.12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.
- B.13. 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

- B.14. 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.
- B.15. 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 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.

Remedies for Breach of Contract

- B.16. Damages for breach of contract are not limited under the contract. The Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract in addition to Clause 66 (Failure of Performance) under this contract. If you are unsure about the potential liability under the contract, you should seek advice from the named Commercial Officer.

Reportable Requirements

- B.17. 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.
- B.18. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant.
- B.19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on contract award.

TUPE

- B.20. TUPE information (as at 31 March 2016) for tendering purposes is provided at Enclosure 13 to this DEFFORM 47. Please note, the relevant Authority Civilian Manpower TUPE will not be available until November 2016, which all Tenderers will be notified of, via the AWARD online system.

Intellectual Property Rights – Confidentiality and Technical Assistance

- B.21. Refer to the POTS Contract Part 12 Clause 54 (Third Party Intellectual Property – Commercial and Non-Commercial Articles and Services) together with Part 12 Clause 51 (Intellectual Property Rights Vested in the Authority), Clause 52 (Foreground Intellectual Property Rights) and Clause 53 (Background Intellectual Property Rights).

Security Aspects Letter (SAL)

- B.22. The Security Aspects Letter (SAL) at Enclosure 3 to this DEFFORM 47, for the purposes of DEFCON 659A and DEFCON 660 the aspects of the draft Contract which are designated SECRET and OFFICIAL-SENSITIVE respectively. The obligations set out in the draft Contract will apply in respect of any information relating to those matters disclosed to the Tenderer as part of the procurement process as well as upon entry into any subsequent contract.

Options

- B.23. The Authority requires three separate option prices for:

- B.23.1. POTS extension from 01 April 2024 to 31 March 2026

- B.23.2. POTS extension from 01 April 2026 to 31 March 2028

The options at F.23.1 and F.23.2 (Firm Price) are subject to Variation of Price (VoP) as referred to in POTS Contract Schedule 6 (Pricing Mechanism). The pricing of the above options to extend are to be included in the Tenderer's completed Pricing Models at Enclosures 10 and 11. If your Tender is successful as a result of the Negotiation under DSPCR 2011 you will be expected to supply the above option requirements in POTS Contract Schedule 10 (Options to Extend).

Parent Company / Bank Guarantee

- B.24. A Parent Company or Bank Guarantee may be required. In the event that your Tender is identified as the winning Tender, but that MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be able to be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

Sustainable Development

- B.25. The Authority is committed to achieving sustainable development goals through educating the supply chain, developing performance measures and sharing best practice. This is not a condition to working with the Authority now or in the future, nor part of the contract. It is however a commitment and we will discuss sustainable development further with the successful Tenderer during the performance of any resultant contract.

Ministry of Defence
Tender Submission Document
(Offer)

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

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

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law *Where 'No' is selected, Scots Law will apply.				Yes / No*
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	

Have you complied with all regulations relating to the operation of the collection of custom import duties?	Yes / No
Have you completed Form 1686 for sub-contracts?	Yes / No
Have you completed the compliance matrix/ matrices?	Yes / No / Not Required
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?	Yes / No
If you have not already signed a corporate level DEFFORM 30 have you attached one?	Yes / No
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council. http://ozone.unep.org/en/treaties-and-decisions/montreal-protocol-substances-deplete-ozone-layer	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract.	Yes*/No
If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract.	Yes*/No/N/A
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	

Tenderer's Declaration of Compliance with Competition Law

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:

- a. the offered price has not been divulged to any Third Party,
- b. no arrangement has been made with any Third Party that they should refrain from tendering,
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

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 procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.

Dated this..... day of Year

Signature:

In the capacity of

(Must be original)

.....
(State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS)

duly authorised to sign this Tender for and on behalf of:

Postal Address:

Telephone No:

Registered Company Number:

Dunn And Bradstreet number:

(Tenderer's Name)

Appendix 1 to DEFFORM 47 Annex A (Offer)**Edn 09/16****Information on Mandatory Declarations****Part Tender**

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

Minimum Order Quantities

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

Notification of Inventions etc.

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights select 'Yes'.
4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:
 - 4.1. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;
 - 4.2. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (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;
 - 4.3. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
 - 4.4. 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 4.b.
5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. 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:
 - 7.1. Whether all or part of any Contractor Deliverables are or will be subject to:
 - 7.1.1. a non-UK export licence, authorisation or exemption; or
 - 7.1.2. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.
 - 7.2. If requested, a summary of every existing, expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:
 - 7.2.1. the exporting nation and the export licence number, where known; the Contractor Deliverables affected;
 - 7.2.2. the nature of the restriction and obligation; (4) the authorised end use and end users;
 - 7.2.3. any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
 - 7.2.4. any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables or anything delivered or used in the performance or fulfilment of them.
 - 7.3. If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7.1.
8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.1 and 7.2. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.1 and 7.2.
9. 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.
10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.
11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7 during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITN documentation.
13. You must notify the named POTS Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

Overseas Expenditure

14. You must provide details in your Tender of any expenditure outside the UK, including:
 - 14.1. country in which sub-contract is placed / to be placed;
 - 14.2. name, division and full postal address of sub-contractor;
 - 14.3. value of sub-contract; and
 - 14.4. date sub-contract placed / to be placed.
15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in your Tender. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of 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

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

Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](#) chapter. You can access a word version of Form 1686 on GOV.UK at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative. The MOD uses the EU definition of an SME.
21. 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 Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.
22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown

Representative for SMEs, a link to the definition of an SME and details on the SME initiative.
<https://www.gov.uk/government/publications/2010-to-2015-government-policy-government-buying/2010-to-2015-government-policy-government-buying#appendix-1-making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.

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

BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability>) and the information contained within DEFCON 539.
25. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").
26. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.
27. 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

28. Tenderers must note that use of the Authority's Purchase to Payment (P2P) system, which will be overtaken by the Contracts, Purchasing & Finance (CP&F) system, is a mandatory requirement for this contract. You can view information on the P2P system and the methods to connect at www.d2btrade.com. Please feel free to consult the service provider on connectivity options. The Winning Tenderer will be required to sign DEFFORM 30 (Electronic Transaction Agreements) at a corporate level - if you are not already registered on P2P - and unconditionally accept DEFCON 5J (Unique Identifiers), DEFCON 129J (The Use of Electronic Business Delivery Form); and DEFCON 522J (Payment under P2P). Where Standardised Contracting 2 (SC2) or Standardised Contracting 3 (SC3) conditions are used, unconditional acceptance of all references to P2P in clause G1 is required. A failure to do so will result in your Tender being non-compliant. Tenderers will be informed once the CP&F system is fully implemented.

Change of Circumstances

29. Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Military Aviation Authority (MAA) Requirements

31. There are no MAA Requirements.

Bank or Parent Company Guarantee

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

Cyber Essentials Accreditation

33. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information from customer to supplier or the generation of information by a supplier specifically in support of the MOD contract, MOD will require suppliers to have a Cyber Essentials certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.
34. Please notify the Authority as soon as you become aware of any issues with Supply Chain ability to comply with Cyber Essentials.

The Armed Forces Covenant

35. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
36. The Covenant's two principles are that:
- 36.1. The Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - 36.2. Special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.
 - 36.3. The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
37. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: <https://www.gov.uk/government/policies/armed-forces-covenant>.
38. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert

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

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

39. Paragraphs 35 – 38 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.

¹ In this context 'information' shall have the meaning as defined in the contract.

POTS Additional Information

Enclosures for POTS

- Enclosure 1 – Tender Return Label (DEFFORM 28)
- Enclosure 2 – Confidentiality Agreement (DEFFORM 94)
- Enclosure 3 – Security Aspects Letter
- Enclosure 4 – TUPE
- Enclosure 5 – Tenderers Commercially Sensitive Information (DEFFORM 539A, Schedule 21)
- Enclosure 6 – Employees Confidentiality Agreement (DEFFORM 702)
- Enclosure 7 – Electronic Transactions Agreement (DEFFORM 30)
- Enclosure 8 – Tenderers Insurance Requirements Response Table

Word Document as separate attachment to DEFFORM 47

- Enclosure 9 – Contract Terms and Conditions

Excel Spreadsheets as separate attachments to DEFFORM 47

- Enclosure 10 – Pricing Model (Excluding ex Authority Term Redundancy)
- Enclosure 11 – Pricing Model (Including ex Authority Term Redundancy)
- Enclosure 12 – Negotiation Plan
- Enclosure 13 – TUPE Data as at 31 March 2016



Ministry
of Defence

**ENCLOSURE 1 TO DEFFORM 47 –
DEFFORM 28: TENDER RETURN LABEL**

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Not to be used for General
Correspondence with the
Ministry

Affix
Stamp

THE TENDER BOARD
Ministry of Defence Commercial
Commands & Centre Navy
Room 301
Building 1/080, Jago Road
HM Naval Base
Portsmouth, Hampshire, PO1 3LU
(Postal Point 73a)

Tender No: FLEET/00428
Due: 13:00, 30 January 2017

DEFFORM 28

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp

THE TENDER BOARD
Ministry of Defence Commercial
Commands & Centre Navy
Room 301
Building 1/080, Jago Road
HM Naval Base
Portsmouth, Hampshire, PO1 3LU
(Postal Point 73a)

Tender No: FLEET/00428
Due: 13:00, 30 January 2017

DEFFORM 28



Ministry
of Defence

**ENCLOSURE 2 TO DEFFORM 47 –
DEFFORM 94: CONFIDENTIALITY AGREEMENT**

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Ministry of Defence

Confidentiality Agreement

THIS AGREEMENT is made the day of 20 .

BETWEEN

[hereinafter called "the Holder"] of the one part, AND

[hereinafter called "the Recipient"] of the other part.

WHEREAS:

- A. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");
- B. The Holder has agreed, by contract or otherwise with the Secretary of State for Defence (hereinafter called "the Authority") that Information may be disclosed to the Recipient in order that the Recipient may, for the purposes of the Authority, respond to Invitation to Tender No FLEET/00428 ("the ITT"). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;
- C. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose to other than the Authority the Information in whole or in part in any manner or form for other than the sole purpose of enabling the Recipient to respond to the ITT and, in the case of being awarded the contract, to perform that contract.
2. The Recipient may disclose the Information only to those of its officers and employees as need to know the Information for the purposes set out in paragraph 1. If the Recipient needs to disclose the Information to potential sub-contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.
3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:
 - a. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or

- b. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or
- c. has been generated independently by the Recipient; or
- d. is in or enters the public domain otherwise than by breach of this or another undertaking;

provided the relationship to the remainder of the Information is not revealed.

- 4. The Recipient shall return to the Authority all the Information, and any copies thereof, promptly upon being notified that the Recipient's bid has been unsuccessful or in the event that the Recipient decides not to respond to the Invitation to Tender, becomes unable to respond to the Invitation to Tender, or withdraws its Tender after submission.
- 5. In the event that the Recipient is awarded the contract pursuant to its response to the ITT, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the contract supplemented only by those requirements in the contract which relate to the use of the Information by the Recipient for the duration of the contract. On completion or termination of the contract the Recipient shall promptly return to the Authority the Information, and any copies of it, when this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.
- 6. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under contract or otherwise, between the Recipient and the Authority in respect of the Information.
- 7. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.
- 8. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it.
- 9. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.
- 10. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.
- 11. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 12. This Agreement is made subject to English [Scottish] law and to the exclusive jurisdiction of the English [Scottish] courts, and shall be effective as from the date of signature by the Recipient, and dispatch to the Holder.

Signed on behalf of
the Recipient by:

Signed on behalf of
the Holder by:

In the capacity of:

In the capacity of:

Date:

Date:

INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT

All information for the purposes of the procurement of the POTS Tender

**ENCLOSURE 3 TO DEFFORM 47 –
SECURITY ASPECTS LETTER**

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Navy Command

Navy Training CTS/POTS Project Team Leader

Captain Andy Green

Room 25
Orion Block
HMS Nelson
Portsmouth
Hampshire
PO1 3HH

Telephone: 02392 720503
Military: 9380 20503
DII(F): NAVY TRG HQ-CTSPOTS-TL
Email: navytrghq-ctspots-tl@mod.uk

For the personal attention of:

07 October 2016

Dear Sir / Madam

Tender Number and Subject: FLEET/00428 – The Provision of Outsourced Training Services for the Royal Navy

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender, is subject to the provisions of the Official Secrets Acts 1911-1989. Your attention is particularly drawn to the following specific aspects which must be fully safeguarded once disclosed to the successful bidder only:

SECURITY ASPECTS	CLASSIFICATION
Provision of Outsourced Training Services	SECRET
Access to e-mails, letters or telecommunications relating to the Provision of Outsourced Training Services of Royal Navy.	OFFICIAL-SENSITIVE

2. Will you please confirm that:

- a. This definition of the protected aspects of the above Invitation to Tender has been brought to the attention of the person directly responsible for the security of this tender.
- b. The definition is fully understood.
- c. Measures can, and will, be taken to safeguard the protected aspects.
- d. All employees of the company who will have access to protected information have signed the Official Secrets Acts Declaration Form in duplicate and one copy is retained by the company Security Officer.

OFFICIAL-SENSITIVE COMMERCIAL

3. If you have any difficulty either in interpreting this definition of the protected aspects or in safeguarding them, will you please let me know immediately, and send a copy of your letter to your Security Advisor.
4. In the event of a contract being placed with you, these aspects would constitute 'SECRET Matter' for the purpose of the Security Clause included in the contract and as OFFICIAL-SENSITIVE.
5. Any access to protected information on MoD premises that may be needed will be subject to MoD security regulations under the discretion of the MoD Project Officer.

Yours faithfully,



Ministry
of Defence

ENCLOSURE 4 TO DEFFORM 47 –

Reference TUPE DATA as at 31 March 2016 at Enclosure 13

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. It is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed. In these circumstances the Authority will wish to satisfy itself that your proposals take full account of your obligations under TUPE. Nevertheless it is your responsibility to consider whether or not TUPE applies in the individual circumstances of your tender, particularly if you are proposing to submit an innovative tender and the Authority shall not be liable for the opinion expressed above.
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

3. Information to enable you to formulate your tender on the assumption that TUPE applies is set out in Schedule 16 Appendix 1 and Appendix 2. This information must be treated on a confidential basis and is released on the understanding that you will not copy or use the material except for the purposes of preparing your tender and that you will return it and any copies of it should you be unsuccessful in this competition.
4. The information in Schedule 16 Appendix 1 and Appendix 2 may be updated prior to contract award in which event the short-listed Tenderers will be given an opportunity to revise or confirm their tendered prices. Additionally, the general terms and conditions of employment of MOD personnel are available in the Data Room (see Applicable Documents paragraph 15 below).
5. The information detailed at Schedule 16 Appendix 2 has been obtained from the contractor currently undertaking part of this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this 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-complaint.

Information Required About Tenderers' Intentions For MOD Staff Who May Transfer.

6. The Authority needs to have confidence that Tenderers intend to meet their TUPE obligations and for this reason you are required to provide responses to the HR Response Requirements at Requirement of Response 2 (RoR 2) TUPE/HR (Transfer of Undertaking (Protection of Employment) and Human Resources).

7. Tenderers should be aware that following selection of preferred Tenderer or contract award, this information and any clarification received in respect of it will be provided by MOD to the TUs in order to meet its obligations under TUPE.

Redundancy Liability

8. You should submit tenders on 2 price bases as follows:

a) Including any contingent sum in respect of terminal redundancy of the Authority Employees and Former Authority Employees (as defined in the Contract Conditions Schedule) in the circumstances defined in the following contract condition, which shall apply in the event of this offer being accepted;

‘On expiry, partial termination or termination of this Contract, any redundancy costs shall be the responsibility of the Contractor.’

b) Excluding any contingent sum in respect of terminal redundancy of the Authority Employees and Former-Authority Employees (as defined in the Contract Conditions Schedule) in the circumstances as defined in the following contract conditions, which shall apply in the event of this offer being accepted:

‘The Authority shall indemnify the Contractor against any liability of the Contractor and/or any Employing Sub-Contractor to make redundancy payments to the Authority Employees as a consequence of dismissal by reason of redundancy for a sum equivalent to that to which Authority Employees would have been entitled under the CSCS as if that Authority Employee had still been serving the Crown as a Civil Servant and been entitled to compensation under the CSCS as at the date of termination of their contract of employment provided that the dismissal by reason of redundancy (as defined by section 139 of the Employment Rights Act 1996) arises from the expiry or termination or partial termination of this Contract otherwise than by reason of a Default of the Contractor and that such a dismissal takes place within six months of such expiry or termination or partial termination in the event that the Authority Employees are not transferred to a New Provider under the Transfer Regulations by reason other than a failure by the Contractor or any Sub-Contractor to comply with its or their obligations under the Transfer Regulations.

The Authority shall indemnify the Contractor against any liability of the Contractor and/or any Employing Sub-Contractor to make redundancy payments to the Former Authority Employees as a consequence of dismissal by reason of redundancy for a sum equivalent to that to which Former Authority Employees would have been entitled under the CSCS as if that Former-Authority Employee had still been serving the Crown as a Civil Servant and been entitled to compensation under the CSCS as at the date of termination of their contract of employment provided that the dismissal by reason of redundancy (as defined by section 139 of the Employment Rights Act 1996) arises from the expiry or termination or partial termination of this Contract otherwise than by reason of a Default of the Contractor and that such a dismissal takes place within six]months of such expiry or termination or partial termination in the event that the Former Authority Employees are not transferred to a New Provider under the Transfer Regulations by reason other than a failure by

the Contractor or any Sub-Contractor to comply with its or their obligations under the Transfer Regulations.

For the avoidance of doubt, the indemnity set out in paragraph 2.5.1 and 2.5.2 of Part 2 of this Schedule 16 shall not include claims for payments for monies paid in lieu of notice or costs arising out of unfair dismissal claims or any other contractual or statutory claim.

9. The basis on which the contingent sum has been calculated (broken down by Authority Employees and Former Authority Employees) should be provided.

Pensions – Authority Employees and Former Authority Employees

10. Your attention is drawn to the requirements of the Treasury's Guidance contained in 'Fair Deal for staff pensions: staff transfer from central government (October 2013)

11. The aims of the arrangements described in the document are that:

(a) staff who are members of a public service pension scheme, and who are compulsorily transferred out of the public sector should continue to be members of the public service pension scheme they were in immediately prior to the transfer, while they continue to be employed on the contracted services, subject to the eligibility criteria of the relevant scheme.

(b) staff previously compulsorily transferred from the public sector under old Fair Deal, and meet the eligibility requirements for new Fair Deal should be provided with access to the appropriate public service pension scheme, while they continue to be employed on the contracted services.

12. Contractors and Sub-contractors who become employers of staff who are currently members of, or are eligible to be re-admitted to, the PCSPS will be required to enter into an Admission Agreement with the Cabinet Office and the Authority.

13. A copy of 'Fair Deal for staff pensions: staff transfer from central government (October 2013) and the tri-partite Admission Agreement and associated guidance is available from:

<http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/>

Applicable Documents

14. For tendering purposes, copies of the documents listed throughout the Schedules of this Invitation to Negotiate will be held in a Data Room of the online AWARD application. Access to this Data Room will be through AWARD logins provided to the Tenderer which can be provided by contacting by email navytrghq-ctspotsmailbox@mod.uk . The Data Room will be accessible during the period of this ITN and subsequent ITSFT. Information contained in the Data Room must be treated on a confidential basis and is made available on the understanding that you will not copy or use the material except for the purposes of preparing your tender. You may make copies of the material providing that all such copies are returned to the Authority or properly destroyed should you be unsuccessful in this competition.

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**ENCLOSURE 5 TO DEFFORM 47 –
DEFFORM 539A: TENDERERS SENSITIVE INFORMATION
(SCHEDULE 21)**

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Tenderer's Commercially Sensitive Information Form

ITT Ref No: FLEET/00428
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

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**ENCLOSURE 6 TO DEFFORM 47 –
DEFFORM 702: EMPLOYEES CONFIDENTIALITY
AGREEMENT**

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Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality

Employee:

Name of Employer:

MOD Contract/Task No: FLEET/00428

Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.
3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored and access is controlled in accordance with my Employer's rules concerning third party confidential information.

4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:



Ministry
of Defence

**ENCLOSURE 7 TO DEFFORM 47 –
DEFFORM 30: ELECTRONIC TRANSACTIONS AGREEMENT**

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ELECTRONIC TRANSACTIONS AGREEMENT**Between****And****SECRETARY OF STATE FOR DEFENCE****MINISTRY OF DEFENCE
Electronic Transactions Agreement**

THIS AGREEMENT comprises the General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Contractor Deliverables pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

AGREED

For and on behalf of:

For and on behalf of:

Secretary of State for Defence

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

Whose Registered Office is at:

Whose Address is:

**Building 1/080
Jago Road
HM Naval Base
Portsmouth
PO1 3LU**

Agreement reference number:

Contents**Electronic Transactions****General Clauses**

CLAUSE 1	Definitions
CLAUSE 2	Scope
CLAUSE 3	Security of Data
CLAUSE 4	Authenticity of Messages
CLAUSE 5	Integrity of Messages
CLAUSE 6	Acknowledgement of Receipt of Messages
CLAUSE 7	Storage of Data
CLAUSE 8	Intermediaries
CLAUSE 9	Term and Termination
CLAUSE 10	Interruption of Service
CLAUSE 11	Invalidity and Severability
CLAUSE 12	Notices
CLAUSE 13	Precedence
CLAUSE 14	Virus Control
CLAUSE 15	Limit of Liability
CLAUSE 16	Entire Agreement
Annex A	Message Implementation Guidelines (MIGs) and additional requirements and information applicable to this Agreement

1. Definitions

- a. In this Agreement, in addition to the definitions in DEFCON 501 (or Schedule 1 of this Invitation to Tender):
- i. "**Acknowledgement of Receipt**" means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;
 - ii. "**Adopted Protocol**" means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A;
 - iii. "**Associated Data**" means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;
 - iv. "**Data**" means all Messages and Associated Data transmitted, received or stored in a digital form;
 - v. "**Data File**" means a single record or collection of data records that are logically related to each other, and are handled as a unit;
 - vi. "**Data Log**" means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;
 - vii. "**Purchase to Payment Gateway**" or "**ePurchasing**" mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;
 - viii. "**Electronic Signature**" means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;
 - ix. "**Expunge**" means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);
 - x. "**Functional Acknowledgement**" means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;
 - xi. "**Interchange**" means the electronic exchange of Data between the Parties using the Adopted Protocol;
 - xii. "**Message**" means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

2. Scope

- a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.

- b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.
- c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

3. Security of Data

- a. Each of the parties shall:
 - i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;
 - ii. subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract;
 - iii. protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.
- b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.
- c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.
- d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:
 - i. immediately investigate the cause, effect and extent of such breach;
 - ii. report the results of the investigation to the other party;
 - iii. use all reasonable endeavours to rectify the cause of such breach.
- e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

4. Authenticity of Messages

- a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.
- b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

5. Integrity of Messages

- a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform its obligations under this Sub-Clause 5.a.
- b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.
- c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.
- d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.
- e. If the receiving party has reason to believe that a Message is not intended for them they shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from its system the information contained in such Message.

6. Acknowledgement of Receipt of Messages

- a. Except where the Interchange of Messages takes place solely within ePurchasing, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.
- b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if applicable or, if no limit is specified, within a reasonable period of time.
- d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit

is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.

- e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.
- f. A Message shall be understood to have been received from the sender:
 - i. if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
 - ii. if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
 - iii. if the Interchange of Messages takes place solely within ePurchasing, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

7. Storage of Data

- a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d. Each party shall ensure that:
 - i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and
 - ii. the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

8. Intermediaries

- a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of ePurchasing in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.

- b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

9. Term and Termination

- a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.
- b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.
- c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

10. Interruption of Service

- a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.
- b. Applicable only in the absence of a relevant clause in the Contract:
 - i. Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay
 - ii. The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement
 - iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

11. Invalidity and Severability

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

12. Notices

The provisions of DEFCON 526 shall apply.

13. Precedence

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

14. Virus Control

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

15. Limit of Liability

- a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from willful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000 (exclusive of VAT), or where the Contract provides otherwise, to such other amount as is specified in the Contract.
- b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.
- c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

16. Entire Agreement

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

Message Implementation Guidelines (MIGs)

The current and applicable MIG as approved by the MOD within this agreement can be viewed on the D2BTrade Website: <http://www.d2btrade.com>.

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Ministry
of Defence

**ENCLOSURE 8 TO DEFFORM 47 –
TENDERERS INSURANCE REQUIREMENTS RESPONSE
TABLE**

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Enclosure 8 Tenderers Insurance Requirements Table

ITN insurance evaluation

Insurance

demonstrate how they will meet the minimum insurance requirements.

NOTE: The Tenderer must evidence how they will meet the minimum insurance requirements by fully completing the Insurance Requirements Table.

	Insurer(s) identity (including any excess layer insurers)	Tenderer proposed maximum deductible threshold <i>Schedule 17</i> <i>1.8 Third Party Liability Insurance</i> <i>2.8 Professional Indemnity Insurance</i>	Agreement to the requirements of Clause 43 (Insurance) (NB. If not please specify areas of variance, alternative proposals or points of clarification as a mark up to the Contract)	Agreement to the requirements of Schedule 17 (Insurance) (NB. If not please specify areas of variance, alternative proposals or points of clarification as a mark up to the Contract)
Products				
Liability				
(Employers and Motor Insurance)				