**FURTHER COMPETITION INVITATION**

**FOR**

**WATER TECHNICAL EXPERT**

**Contract Requisition No 705308450**

**Issued under the Framework Agreement RM6178**

**Water, Wastewater and Ancillary Services (2)**

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# glossary

## In this Further Competition Invitation the following words and phrases have the following meanings:

## “**Authority**” means Defence Infrastructure Organisation;

## **“Aquatrine”** MOD’s GB-wide water and wastewater Public Private Partnership (PPP) project;

## **“CCS”** means Crown Commercial Service;

## “**Contract**” has the meaning set out in Framework Agreement Schedule 4;

## “**Further Competition**” means the process used to establish a Contract that facilitates the provision of Water wastewater and ancillary service (Lot 2 ancillary services)

##  “**Further Competition** **Invitation**” means this document and all related documents published by the Authority in relation to this Further Competition;

## “**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

## “**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

## “**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

## “**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

##  “**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

## “**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

## “**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

## “**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

# introduction

## This Further Competition Invitation relates to the Further Competition to award a Water wastewater and ancillary services Lot 2 Contract to a sole Supplier.

## This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.

## This Further Competition is being conducted under the CCS Water, Wastewater and Ancillary Services framework (reference RM6178).

# OVERVIEW OF Invitation to tender

## The following appendices accompany this ITT:

### **Appendix A – Terms of the Further Competition**

### Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition.

### **Appendix B – Specification/Statement of Requirements**

### A detailed description of the services that the Supplier will be required to supply to the Authority.

### **Appendix C – Tender Questionnaire**

### A template containing questions which the Potential Provider is required to respond to

# FURTHER COMPETITION TIMETABLE

## The timetable for this Further Competition is set out in the table below.

## This timetable may be changed by the Authority at any time. The Potential Provider will be informed if changes to this timetable are necessary.

## All Tenders must be received by the Authority before the Tender Submission Deadline.

## Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority’s discretion.

| **DATE** | **ACTIVITY** |
| --- | --- |
| 23/9/22 | Publication of the Further Competition Invitation |
| 23/9/22 | Clarification period starts |
| 7/10/22 | Clarification period closes (“**Tender Clarifications Deadline**”) |
| 11/10/22 | Deadline for the publication of responses to Tender Clarification questions  |
| 14/10/22 | Deadline for submission of a Tender to the Authority Contract (“**Tender Submission Deadline**”) |
| 14/10/22 to 21/10/22 | Technical Evaluation |
| 21/10/22 to 31/10/22 | Standstill period commences (10 calendar days) |
| 1/11/22 | Expected commencement date for the Contract |

# questions AND CLARIFICATIONS

## Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.

## All clarifications are to be submitted via the Defence Sourcing Portal

## The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

## To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.

## Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.

## At times the Authority may issue communications to the email address for the tender contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

# Price

## A FIRM price is requested for the service broken out as per the Pricing Matrix contained within Schedule 5.

# Submitting a tender

## Your Tender must be submitted via the Defence Sourcing Portal.

## A Tender must remain valid and capable of acceptance by the Authority for a period of 30 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

## Bidders must submit two versions of their tender. The Authority must receive both a PRICED and UNPRICED tender for the purposes of fair and transparent assessment of bids. The UNPRICED version must contain no pricing information of any kind. If the UNPRICED version is found to contain pricing information, the Authority reserves the right to unilaterally, and without consultation, disqualify the tender from further consideration.

## Please make sure to complete the Order Form, Joint Schedules, and Call-Off Schedules where Supplier Information is to be provided (highlighted in yellow).Please remove highlighting before submitting your tender.

# tender EVALUATION

## Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).

## The evaluation will be divided in to three categories: Commercial, Technical Score, and Pricing Score.

### The Commercial element comprises all pass/fail and other suitability questions, including:

#### Compliance with the Defence Cyber Protection Partnership (DCPP) Cyber Essentials Scheme

#### Conflicts of Interest

#### Acceptance of the Authority’s terms and conditions

#### Please note that if your Tender is deemed Commercially non-compliant, the rest of your Tender will not be assessed.

### The ‘Technical Score’ shall be the sum of all weighted scores awarded against questions four (4) to nine (9).

### The Pricing Score shall be awarded in accordance with the formula presented at Appendix C, A10.

## The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

| **QUESTION NUMBER** | **QUESTION** | **TOTAL SCORE AVAILABLE** |
| --- | --- | --- |
| [1] | Company Information | Information Only |
| [2] | Potential Provider Contact | Information Only |
| [3] | Conflict of Interests | Pass/Fail |
| [4] | Cyber Risk Profile | Pass/Fail |
| [5] | Experience | 10% |
| [6] | Project and Payment Milestone | 20% |
| [7] | Delivery Approach | 15% |
| [8] | Risk Transfer | 5% |
| [9] | Sustainability and Social Value  | 15% |
| [10] | Price | 40% |
| **Total**  | **100** |

# CONTRACT AWARD

## The Potential Provider that achieves the highest total score will be awarded the Contract.

## If two or more Potential Providers obtain the highest total score, the Potential Provider with the Lowest Price shall be awarded the Contract. In the unlikely event that both prices are the same, the highest score for Question 6: Project and Payment Milestone shall be deemed the winner and awarded the Contract.

## If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that their Tender is within the stated budget of £499,800 GBP including VAT (£416,500 ex-VAT) AND passes the Technical Evaluation as described in Appendix C.

## **APPENDIX A – TERMS OF THE FURTHER COMPETITION**

# INTRODUCTION

## These Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.

## In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

# CONDUCT

1. The Potential Provider agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

## Contact during the Further Competition exercise and canvassing

1. The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider’s disqualification from this Further Competition.

## Collusive Behaviour

### The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):

#### fix or adjust any element of the Tender by agreement or arrangement with any other person;

#### communicate with any person other than the Defence Infrastructure Organisation SFM-FP Team the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;

#### enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;

#### share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or

#### offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider’s Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

### If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

### The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

# COmpliance

1. The Potential Provider agrees that in cases where their Tender is deemed non-compliant when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

# RIGHT TO CANCEL OR VARY THE Further Competition

## The Authority reserves the right:

### amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

### to vary any timetable or deadlines set out in the Further Competition Invitation;

### not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and

### cancel all or part of the Further Competition at any stage at any time.

## The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

# Appendix B – SPECIFICATION/statement of requirements

# INTRODUCTION AND BACKGROUND TO THE AUTHORITY

1. The Defence Infrastructure Organisation (DIO) has awarded Aquatrine is MOD’s GB-wide water and wastewater Public Private Partnership (PPP) project, providing water and wastewater services and manages environmental risk across the GB Defence Estate allowing the MOD to focus on its core business.

# Background to requirement/OVERVIEW of requirement

## DIO need a new Defence water and wastewater policy and implementation strategy to support the exit and reprovisioning planning for the Aquatrine Private Finance Initiative (PFI) contracts. The timescales for completion is no later than 30 Jun 2023 and is to examine and advise upon bespoke water industry operating and cost models, charging mechanisms and licensing issues.

## Full details of the requirement are laid out within Appendix B1

# SPECIFICATION

## The Authority is seeking the provision of Consultancy Services under Lot 2 for delivery of the services identified in Appendix B1 ~~t~~o no later than **30th June 2023**. There is with an no option to extend.

3.2 The Scope of works, as identified in Annex B1, is additional to Lot 2 and therefore the Firm Price quotations (including Expenses) need to be submitted.

# CALL OFF CONTRACTS

## This Requirement is additional to the scope of defined under the Framework. The following call off schedules will not be used.

|  |  |
| --- | --- |
| Call Off Schedule | Name |
| 1 | Transparency Reports |
| 2 | Staff Transfer |
| 3 | Continuous Improvement |
| 6 | ICT Services |
| 8 | Business Continuity and Disaster Recovery |
| 9 | Security |
| 10 | Exit Management |
| 11 | Installation Works |
| 12 | Clustering |
| 13 | Implementation Plan and Testing |
| 14 | Service Levels |
| 16 | Benchmarking |
| 18 | Background Checks |
| 19 | Scottish Law |

**APPENDIX B1**

**STATEMENT OF REQUIREMENT (SOR) FOR WATER TECHNICAL EXPERT**

**Introduction**

1. The Defence Infrastructure Organisation (DIO) need a new Defence water and wastewater policy and implementation strategy to support the exit and reprovisioning planning for the Aquatrine Private Finance Initiative (PFI) contracts. The timescale for completion is **no later than 30 Jun 2023** and is to examine and advise upon bespoke water industry operating and cost models, charging mechanisms and licensing issues.

**Current situation**

1. Aquatrine is MOD’s GB-wide water and wastewater Public Private Partnership (PPP) project, providing water and wastewater services and manages environmental risk across the GB Defence Estate allowing the MOD to focus on its core business. This has been achieved by utilising water industry expertise to improve MOD’s performance in environmental compliance and sustainability over the contract term. Aquatrine covers circa 2,600 sites on the MOD Estate, representing approximately 85% of the GB MOD Estate. Aquatrine has provides strategic management of the water and wastewater systems and assets. Its effect has been an upgrading of the MOD infrastructure so that it capable of meeting environmental standards using private sector capital.
2. **Current Scope**. The scope of Aquatrine covers all MOD sites throughout Great Britain (i.e. England, Scotland and Wales) unless they have been specifically excluded. It generally excludes sites occupied by US forces, certain other PFI sites, SFA built post-Commencement, and Army Careers Offices. Sites which are currently in disposal or are disposed of during the life of the contract remain in scope until legal completion of the sale has taken place. There remain some legacy locations where MOD is still the service provider to non-MOD assets, such as former Service Families Accommodation and some Annington homes developments.
	1. **Current service delivery principles and delivery of duties.** The Statement of Need sets out the service standards for Aquatrine and the Key User Requirements to be met by the Aquatrine Service Providers, which are:[[1]](#footnote-2)
		1. The provision of wholesome, potable water.
		2. The provision of water for firefighting.
		3. The collection and removal of surface and foul water.
		4. Prevention of flooding as a result of failure to take away surface or foul water.
		5. The provision of a 24hr Helpline.
	2. This is an output specification covering all sites. It requires the Aquatrine Service Providers to deliver no less a service than that provided by statutory undertakers and in some cases the service will be superior. In addition, there is an Asset Condition requirement focused on increasing the standards over the contract period, designed to protect MOD from Aquatrine Service Provider failure to maintain the assets. The water and wastewater assets (boreholes, sewage works etc) have been transferred to the Aquatrine Service Provider using leases, and the conduits (pipes) via an easement (commonly called licenced assets as opposed to leased assets). During the term of the contract, the Service Provider has the right to exploit the assets for third party income on a profit-sharing basis. Third party exploitation further increases the value for money (VfM) offered by the Aquatrine arrangement, however, this has not been taken up by the Service Providers in any significant way.

**The requirement for change**

1. In October 2018, the UK Government announced it would no longer use the PFI model for new investments while continuing to honour existing operational PFI contracts[[2]](#footnote-3). DIO is required to replace MOD’s existing PFI contracts delivering infrastructure services to Defence through the PFI Replacement Programme (PFI RP) and is implementing a strategic and consistent approach to managing PFI exit and re-provision, thereby seeking to reduce the risks of failing to secure Value for Money in the future arrangements.

**The requirement for support**

1. DIO requires specialist water industry technical support to help inform, shape and improve the future development of MOD’s water, wastewater and sewage service delivery across the GB estate.
2. **Contract duration**. The contract must be delivered in full no later than end Jun 23; this duration cannot be exceeded. The extent of delivery period is fixed, the project is on the PFI RP Aquatrine replacement project critical path and drives several key activities in the procurement cycle that cannot be deferred.
3. **Technical competence**. DIO would expect the supplier to have both a detailed strategic understanding of the water industry (with well-established, demonstrable working relationships with such organisations as Ofwat, Drinking Water Inspectorate (DWI), Water UK, The Environment Agency (and Natural Resources Wales), Defra, Consumer Council for Water (CCWater and CCWater Wales) etc) as well as in-depth industry know how across a range of specialist water industry related technical areas including:
	1. Leakage detection and reduction.
	2. Surface water management and flooding.
	3. Future abstraction and water sourcing policy implications.
	4. Supply and demand options, aimed at reduced consumption,
	5. Metering.
	6. Rainwater harvesting.
	7. Nature based solutions, biodiversity and enhancing estate / catchment area stewardship.
	8. Market deregulation implications and opportunities and the potential for self-supply efficiencies, cost savings and the ability to share resources.
	9. Retail market reform, the introduction of competition and industry funding (Ofwat PR24 and beyond)
	10. The types of cost models and charging mechanisms utilised in the water industry for large domestic and or commercial customers and their applicability to MOD, including service provision agreements without transfer of assets.
	11. The requirement for Trade Licences / Effluent Discharge Consents and the implications of such licences to MOD.
	12. The effect on other utility agreements such as the MOD’s agreement with Annington Property Limited.
	13. How best to avoid future ambiguity on demarcation points between supplier networks and MOD networks and land.
	14. Innovation and the use of emergent technology (such as AI) to enhance service provision and mitigate future workforce risks.

**Project deliverables**

1. PFI RP believes this project contains four key deliverables:
2. **Deliverable 1: Higher level option analysis.** Assess and make recommendations on whether MOD retains ownership of its current water, wastewater and sewage services through its private network or seeks to change service delivery, through transfer or adoption of assets, across GB, to statutory providers. This will be achieved by identifying and presenting evidence of Defence’s strategic and military capability drivers in respect of the provision of its water, wastewater and sewage services balanced against the myriad of technical delivery issues that may face private network owners or large domestic / commercial customers (as noted in para 7 above). The evidence presented is to enable MOD to take a decision regarding whether MOD retains its private network or seeks to divest itself of the assets and associated service provision capability in this area[[3]](#footnote-4).
3. **Deliverable 2: Delivery options analysis.** Present a range of delivery options for the provision of water, wastewater and sewage services that support the outcomes of Deliverable 1 regarding MOD’s future ownership of its wastewater and sewage services through its private network. These options are to incorporate options analysis, SWOT analysis, the types of delivery agreement, cost models, charging mechanisms, licensing issues etc. that are capable of supporting the detail analysis required by MOD’s Combined Operational Effectiveness Investment Appraisal (COEIA) process to make an evidenced based decision on the most appropriate VFM option to take forward.
4. **Deliverable 3: Risk transfer.** Examine the degree of risk transfer to future suppliers, that support the outcomes of Deliverable 1, and make recommendations on what risk should be transferred to suppliers and what may need to be retained by MOD. MOD assumes that the current degree of risk transfer achieved via the Aquatrine arrangements are unlikely to be replicated in future delivery models and would wish to establish a commercially acceptable, VFM solution for future arrangements.
5. **Deliverable 4: Climate change and sustainability**. The incorporation of comprehensive, estate wide measures to combat climate change and increase sustainability are to be at the heart of any future delivery strategy, enabling MOD to become market leaders in addressing such areas as leakage, flooding, reduced abstraction, reduced consumption, metering, rainwater harvesting, nature-based solutions and enhanced estate stewardship (this is not an exhaustive list). The supplier is to work with MOD to identify opportunities associated with each delivery option arising from Deliverable 2.

**Project scope**

1. **Higher level option analysis**. The supplier is to conduct an assessment of MOD’s future operational capability requirements in respect of either retaining or divesting itself of its current private water, wastewater and sewage network. To achieve this the successful bidder will have access, as a minimum, to DIO senior leadership, MOD’s Financial Military Capability (Infrastructure) organisation, the Heads of Infrastructure for all MOD end users (MOD’s Top-Level Budgets (TLBs)), the DIO’s Regional Delivery (RD) Organisation, Aquatrine Service Providers and Aquatrine performance and asset data. The supplier will also utilise their strategic understanding of the water industry, including the likely legislative and regulatory changes that may be planned or anticipated and the potential impacts of deregulation, to ensure ‘industry factors’ are considered alongside MOD’s operational capability requirements. Suppliers may also wish to conduct market testing across the wider water industry to assess market appetite. The outcome of this assessment will be to present evidence and recommendations to enable MOD to make a decision on whether MOD retains ownership of its current water, wastewater and sewage services through its private network or seeks to change service delivery, through transfer or adoption of assets, across GB, to statutory providers.
2. **Delivery options analysis.** Having supported MOD make an evidenced based decision on whether the MOD’s private water network is to be retained or transferred out of MOD ownership (or part transferred), the supplier is to develop and present of a range of delivery options for the provision of water, wastewater and sewage services. These options are to incorporate options analysis, SWOT analysis and clearly demonstrate:
	1. They meet Defence requirements.
	2. How they address the specialist technical factors listed in sub-paragraphs 7a to 7n.
	3. They are in line with or exceed the statutory / regulatory standards applied by Ofwat.
	4. Consideration of the impacts of future market deregulation, abstraction legislative and regulatory change.
	5. The types of delivery agreement recommended.
	6. Recommended charging mechanisms and cost models to be utilised.
	7. Any licensing or leasing issues that may be present (e.g. IFRS16).

1. The information contained within each option analysis is to be capable of providing evidence to support the detailed analysis required by MOD’s COEIA process to make an evidenced based decision on the most appropriate VFM option to take forward.
2. **Risk transfer.** The suppliershould analyse the extent of the current risk transfer by MOD to its Aquatrine suppliers to determinethe degree of risk transfer that may be feasible under current and future market conditions. The supplier should prepare a detailed set of recommendations to MOD on what risk must / should / could be transferred to future MOD suppliers, and what risk may need to be retained by MOD. The MOD assumes that the current degree of risk transfer achieved via the Aquatrine arrangements are unlikely to be replicated in future delivery models and would wish to establish a commercially acceptable, VFM solution for future arrangements that treats both MOD and future suppliers fairly.
3. **Climate change and sustainability**. MOD perceives there is a significant opportunity that accompanies the replacement of the Aquatrine contracts to address a wide range of climate change, sustainability and net zero related initiatives. The incorporation of comprehensive, estate wide measures to combat climate change and increase sustainability are to be at the heart of any future delivery strategy, enabling MOD to become market leaders in addressing such areas as Leakage, Flooding, Reduced Abstraction, Reduced consumption, metering, rainwater harvesting, nature-based solutions and enhanced estate stewardship (this is not an exhaustive list). The supplier is to work with MOD’s climate change and sustainability personnel to identify opportunities associated with each delivery option.

**Governance**

1. Project Governance will be maintained via the PFI RP Programme Board (PB) and a dedicated Project Support Group (PSG). The supplier shall be required to report to the SRO and PB on a 6-weekly report cycle, briefing boards members on progress and presenting options for decision as required. In the interim the supplier will work on daily basis under auspices of a dedicated working group, with weekly progress updates being required.

**Project and payment milestones**.

1. The supplier shall present a project plan, with payment milestones linked to specific deliverables as part of the tender submission. The detailed content of the plan, milestones and payment milestones will be subject to amendment and agreement with the buyer at the commencement of the contract.

**Security Requirements**

1. All personnel employed by the Potential Provider to work on, or handle information related to this Contract must have a valid UK Security Clearance of at least Baseline Personnel Security Standard (BPSS).
2. Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

# Appendix C – Further Competition Questionnaire

# introduction

## Appendix C sets out the questions that will be evaluated as part of this Further Competition.

## The following information has been provided in relation to each question (where applicable):

### Weighting – highlights the relative importance of the question;

### Guidance – sets out information for the Potential Provider to consider when preparing a response; and

### Marking Scheme – details the marks available to evaluators during evaluation.

# DOCUMENT COMPLETION

## Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.

## Potential Providers **must not** alter / amend the document in any way.

## Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or [Appendix B – Specification/Statement of Requirements.]

# RESPONSE TEMPLATE

|  |  |  |
| --- | --- | --- |
| **A1** | **Company Information** | **Information Only** |
| **Please Note:** Question A1 is an information only answer |
| Please state full company name.  |
| **A2** | **Potential Provider Contact** | **Information Only** |
| **Please Note:** Question A2 is an information only answer |
| 2.1 Please state the contact’s name |  |
| 2.2 Please state the contact’s telephone number |  |
| 2.3 Please state the contact’s e-mail address |  |
| **A3** | **Conflict of Interests** | **Pass/Fail** |
| **Please Note:** Question A1 is a Yes / No question is a Pass / Fail question, therefore if a Potential Provider cannot or is unwilling to answer ‘Yes’, their Tender will be deemed non-compliant, and they will be unable to be considered for this requirement. A ‘Yes’ will dictate that a Conflict-of-Interest Management Plan (COIMP) is required. To declare a Conflict of interest in delivering the follow-on commercial arrangements for Aquatrine A, B and C.  |
| Please confirm whether you have any potential, actual or perceived conflicts of interest that may be relevant to this requirement.* No – Pass
* Yes, but have a COIMP – Pass (**subject to COIMP demonstrating sufficient mitigation**)
* Yes, but no COIMP - Fail

If **yes**, please provide a COIMP.  |

|  |  |  |
| --- | --- | --- |
| **A4** | **Cyber Risk Profile** | **Pass/Fail** |
| **Question:** The supplier must provide evidence of a compliant Supplier Assurance Questionnaire (SAQ)–  |
| To pass this question, the Potential Provider must complete the Defence Cyber Security Partnership’s (DCPP) [SAQ](https://forms.office.com/Pages/ResponsePage.aspx?id=7WB3vlNZS0iuldChbfoJ5Tv4OR9pb0BHial1Ag-WKXVUOFk3Sk9SS0JDQ0FRWjhYNDhTVldHUDJaNy4u), being sure to input the following Risk Assessment Reference (RAR) Number in the appropriate box.RAR: 792855110Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.Please provide copies of the completed SAQ and the email you receive from the DCPP team.* Compliant – Pass
* Non-Compliant – Fail
* Non-submission – Fail
 |
| **A5** | **Experience** | **Weighting 10%** |
| **Question:** Please provide evidence of where you have been commissioned to facilitate the delivery of similar services to an organisation of comparable scale.  |
| **Guidance** |
| Please respond to this question in Microsoft Word and return your response to the Authority saving the response in the following format (Question Number, Supplier Name, Question, response is not to exceed 750 words in Arial font size 11).  |
| **A6** | **Project and Payment Milestones** | **Weighting 20%** |
| **Question:** Please provide a DRAFT project plan with proposed payment milestones linked to the specific deliverables detailed in the Statement of Requirement, within the constraints detailed below (funding profile), and indicating where appropriate that the bidder’s integral resource required to meet the early deliverables is available or can be generated.  |
| **Guidance** |
| The project length cannot exceed 30 June 2023 and is not to exceed £499,800 (inclusive of all non-recoverable VAT). The final value and timing of milestone payments shall be subject to negotiation with the successful bidder at Contract Award.Please respond to this question in Microsoft Word and return your response to the Authority saving the response in the following format (Question Number, Supplier Name, Question, response is not to exceed 1000 words in Arial font size 11. Additionally, you may also attach a single page schematic (e.g., a Gantt chart) to illustrate the project lifecycle.  |
| **A7** | **Delivery Approach**  |  | **Weighting 15%** |
| **Question:** Describe the approach you will adopt to meet deliverable 1, as detailed in the requirement, including the specific methodology to produce the evidence that will be used to inform and support the Authority’s final decision making.  |
| **Guidance** |
| You should detail your approach to Service Delivery including the following: * The resources you have available to undertake the task; numbers and skills/expertise.
* The nature of the engagement you will undertake with the Water Industry, the Authority, the Customer and their stakeholders.
* The measures you will adopt to ensure the task is completed within the required timescales.
* The DRAFT outline of data, information and access to Authority staff you may require from the Authority in order to facilitate the deliverables.
* The way in which you will advise, liaise and collaborate with the Authority prior to presenting your recommended solutions.

Please respond to this question in Microsoft Word and return your response to the Authority saving the response in the following format: Question Number, Tenderer Name, Question, response is not to exceed 1250 words in Arial font size 11. |
| **A8** | **Risk Transfer** | **Weighting 5%** |
| **Question:** As an illustrative example, at present the Authority has transferred all risk associated with Environmental Compliance to the current provider. Provide details, including proposed methodology and a DRAFT plan explaining how you would suggest the risk is managed when current contractual arrangements end.  |
| **Guidance** |
| The Authority assumes that the current degree of risk transfer achieved via current contractual arrangements are unlikely to be replicated in future delivery models and would wish to establish a commercially acceptable, VFM solution for future arrangements that treats both the Authority and future suppliers fairly.Please respond to this question in Microsoft Word and return your response to the Authority saving the response in the following format: Question Number, Tenderer Name, Question, response is not to exceed 750 words in Arial font size 11. |
| **A9** | **Sustainability and Social Value** | **Weighting 10%** |
| **Question:** The Authority perceives there is a significant opportunity that accompanies the replacement of the Aquatrine contracts to address a wide range of social value, climate change, sustainability and net zero related initiatives. Using the water abstraction licencing policy from the Environmental Agency (EA) as an illustrative example, provide details of an initiative to reduce abstraction across the Authority’s estate. |
| **Guidance** |
| When answering this question, you should note that the Authority currently owns a private water network of which 25% is fed from Authority owned boreholes and 75% from Statutory Undertakers.Please respond to this question in Microsoft Word and return your response to the Authority saving the response in the following format: Question Number, Tenderer Name, Question, response is not to exceed 750 words in Arial font size 11. |
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| **A10** | **Price** | **Weighting 40%** |

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| Question: Please respond to this question by completing Call-off Schedule 5, the pricing schedule and return with your tender to the Authority. |
| **Guidance** |
| The Authority requires the Tenderer to provide a total firm price to deliver the requirements detailed in the Statement of Requirement.Prices should be submitted in Pound Sterling inclusive of expenses (including travel) but exclusive of VAT. |
| The maximum mark available for Price will be 4 (40% of the total possible score). This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.The calculation that will be used to determine marks is as follows:Score = Lowest Tender Price     x  4 (maximum mark available) Tender Price  |

# Marking Scheme

## Compliant Tenders shall be awarded a **Total Score** with a maximum score of ten (10).

## The **Total Score** shall be the sum of the **Technical Score** and the **Pricing Score**.

## The **Technical Score**, representing 60% of the available marks, shall have a maximum value of six (6).

## The **Pricing Score**, representing 40% of the available marks, shall have a maximum value of four (4).

## The Technical Evaluation, comprising assessments of the Potential Provider’s responses to questions A5 to A9 (inclusive) shall be awarded scores in accordance with the marking scheme at 4.8

## Scores for individual questions shall be calculated by multiplying the **Points** by the weightings given for each question. For instance: An Acceptable Response given to question A5 shall receive 7 **Points** and therefore a **Score** for question A5 of 0.3.

## In the event that the Potential Provider is awarded zero (0) Points for any given question; or is awarded three (3) Points for three (3) or more questions, the Potential Provider shall be disqualified.

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| **Points** | **Grade** | **Description** |
| 0 | Unsuitable | The response provides no confidence that the potential supplier can meet the requirements, or no response has been provided. An unacceptable and/or non-compliant response with serious reservations, demonstrating no understanding of the requirement. |
| 3 | Some Concerns | The response provides a low level of confidence that the potential supplier can meet the requirements, which poses risk that the proposal will not meet the deliverables required. The Potential Provider provides a response that matches the requirements but remains basic and could have been expanded upon. The Supplier has demonstrated **insufficient** knowledge and insight into the water industry and the response gives little confidence in successful delivery. |
| 7 | Acceptable | The response provides an acceptable level of confidence that the potential supplier can meet the requirements. The potential supplier has demonstrated **sufficient** knowledge and insight into the water industry and that they can apply this knowledge to the requirements. The response is reasonably comprehensive but contains some ambiguity. The response is not sufficiently detailed to minimise risk to delivery. |
| 10 | Good | The response provides a very high level of confidence that the potential supplier can meet the requirements with detail provided minimising risks to delivery.The potential supplier has demonstrated **substantial** knowledge and insight into the water industry. The response is very comprehensive and unambiguous, demonstrating a thorough understanding of the requirements and provides details of how the requirement will be met. To gain this marking the response demonstrated significant added value to the Authority.  |

1. The 5 KURS cover the key services, however, there are many more services involved requiring review and understanding, and the options may be different for each one. For example, O&M & lifecycle of assets; Water Quality Testing; Payment of Water Bills from Statutory Undertakers for sites outside of Aquatrine (this is currently done in-house so there is a ‘make or buy’ issue); Charging of 3rd Party customers and maximising returns (circa 5000+ 3rd party customers on the MOD networks). [↑](#footnote-ref-2)
2. HM Treasury, Budget 2018, HC 1629, October 2018, para 1.51, p.29. [↑](#footnote-ref-3)
3. To achieve this deliverable the successful bidder will have access, as a minimum, to DIO senior leadership, MOD’s Financial Military Capability (Infrastructure) organisation, the Heads of Infrastructure for all MOD end users (MOD’s Top-Level Budgets (TLBs)), the DIO’s Regional Delivery (RD) Organisation, Aquatrine Service Providers, Aquatrine performance and asset data. Suppliers may also wish to conduct market testing across the wider water industry to assess market appetite. [↑](#footnote-ref-4)